TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. ~~497~~. 217

ELLA F. BONDURANT, EXECUTRIX OF W. E. BONDURANT, DECEASED, AND TUTRIX OF HER MINOR CHILD, APPELLANT,

vs.

FRANK WATSON.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA.

FILED OCTOBER 1, 1878.

SUPREME COURT OF THE UNITED STATES.

No. 497.

ELLA F. BONDURANT, EXECUTRIX OF W. E. BONDURANT, DECEASED, AND TUTRIX OF HER MINOR CHILD, APPELLANT,

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1 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

FRANK WATSON
vs.
MRS. E. F. W. BONDURANT, TUTRIX, &C. ET AL. } No. 7560.

Transcript of record from 13th judicial district court, parish of Tensas.—Filed November 1st, 1875.

13th dist. court.

THE STATE OF LOUSIANA,
Parish of Tensas:

W. E. BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242.

Revived in the name of Mrs. Ella F. Bondurant, test. executrix & nat. tutrix, vs. Albert Bondurant et al.

The State of Louisiana and said court to the sheriff of the parish of Tensas, greeting:

We command you, that by seizure and sale of the following described property of Albert Bondurant, John Bondurant, and Horace Bondurant, to wit: Lot No. seven, section , township No. eleven, range twelve east, containing one hundred and sixty $\frac{11}{100}$ acres, being certificate No. 152 of the said parish of Tensas, in the manner prescribed
2 by law, you cause to be made the sum of thirty-seven thousand one hundred and eighteen dollars and fifty cents, debit, with interest thereon at the rate of seven per centum per annum until paid, from the 4th Dec., 1862, subject to a credit of five thousand and eighteen $\frac{18}{100}$ dollars paid March 22nd, 1854, and also a credit of four thousand four hundred seventy-eight dollars paid Feb'y 1st, 1868; and also the sum of dollars cents, costs of suit, as well the costs of this writ and the service thereof, to satisfy a judgment rendered in our said 13th dist. court, on the fourteenth day of November, A. D. 1867, in favor of the said plaintiff and against the said defendants as aforesaid, and how you shall have executed this writ make return in seventy (70) days.

Herein fail not.

Witness the honorable Wade H. Hough, judge of said court, and the seal thereof this 15th day of June, one thousand eight hundred and seventy-five.

[L. S.] CHAS. E. STEELE,
Clerk of said Court.

(Endorsed:) 746. W. E. Bondurant vs. Albert Bondurant et als., No. 1242. Revived in the name of Mrs. Ella F. Bondurant, test. executrix. & nat. tutrix, vs. Albert Bondurant et al. No. 1242. Writ of sale. Am't
3 of debt $37,118.50, 7 % from Dec. 4, '62, subject to a cr. of $5,018.16 p'd 22nd March, 1854; & $4,478.00 p'd Feb'y 1st, 1868. Clerk's costs. Sh'ff's do. Increase. Filed October 11th 1875 Joseph Curry, d'y clerk.

REC. 497—1

Sheriff's return.

Rec'd the within writ of sale on the 15th day of June, A. D. 1875, & on the 17th day of June, A. D. 1875, I seized and took into my possession the following-described tract of land, situated in this parish, to wit, lot No. 7, section in township No. eleven, range twelve east, containing one hundred and sixty $\frac{11}{100}$ acres, being certificate 152, & on the same day I gave due and legal notice of said seizure to John Bondurant in person & in writing; and on the 25th day of July, A. D. 1875, I gave due and legal notice of said seizure in writing to Horace Bondurant, and on said 17th day of June, 1875, I gave due and legal notice of said seizure to Albert Bondurant by handing same to his curator ad hoc, George W. Lewis, and having placed said land in the possession of my custodian John H. Bondurant, and was about to advertise said property for sale according to law, when I was met and estopped by an injunction from the 13th district court of Tensas Parish, issued in the suit styled "Frank Watson vs. Mrs. Ella F. Bondurant ex'x & tutrix, and the sheriff, and numbered 2452 on the docket of said court.
4 Whereupon I hold this writ subject to the further order of said court.

A. J. BRYANT, *Sh'ff.*
By C. S. KINNEY, *D'y Sh'ff.*

Notice of seizure.—Fi'ed October 11th, 1875.—Joseph Curry, d'y clerk.

13th district court.

THE STATE OF LOUISIANA,
Parish of Tensas:

W. E. BONDURANT
vs.
ALBERT BONDURANT ET ALS. } No. 1242.

Revived in the name of Mrs. Ella F. Bondurant, test. ex'x & nat tutrix, vs. Albert Bondurant et al., No. 1242.

To John Bondurant:

Please take notice that by virtue of an alias writ of seizure and sale to me directed from the above-named honorable court and styled as above, I have seized, and three days after service hereof will proceed to advertise for sale, according to law, all your right, title, and interest in and to the following-described property, to wit, lot No. 7, section township No. eleven, range twelve east, containing one hundred and sixty $\frac{11}{100}$ acres, being certificate No. 152, to pay and satisfy plaintiff's demand and costs, as well as costs of these proceedings.

You are also notified to have your appraiser at the court house door in the town of St. Joseph, at eleven o'clock a. m., on Saturday, the 7th day of August, A. D. 1875, to value said property according
5 to law.

This the 17th day of June, A. D. 1875.

A. J. BRYANT, *Sheriff.*
By C. S. KINNEY, *D'y Sheriff.*

Filed October 11th, 1875.

JOSEPH CURRY, *D'y Clerk.*

Sheriff's return.

Received the alias writ of seizure and sale styled as within, and dated June 15th, 1875, on the 17th June, 1875; and on the 17th June, 1875, I executed said writ by seizing and taking into my possession lot No. 7, section , township No. eleven, range twelve east, containing one hundred and sixty $\frac{11}{100}$ acres, being certificate No. 152. I placed thereupon said land in the possession of John H. Bondurant, as custodian and my deputy pro hac vice, and took his written receipt therefor; and I also then and there notified Oliver Gardnier, the lessee of a portion of said land, of said seizure and of said possession; and I thereupon handed to John Bondurant, one of the defendants, in person and in this parish, a copy of the written notice of seizure; and also handed a copy of said notice to George W. Lewis, curator ad hoc, representing the absentee defendant, Albert Bondurant, in person and in this parish.

June 17th, 1875.

A. J. BRYANT, *Sh'ff.*
By C. S. KINNEY, *D'y Sh'ff.*

Filed Oct. 11, 1875.

JOSEPH CURRY, *D'y Cl'k.*

6 *Notice of seizure.*

13th district court.

THE STATE OF LOUISIANA.
Parish of Tensas:

W. E. BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242.

Revived in the name of Mrs. Ella F. Bondurant, test. ex'x & nat. tutrix, vs. Albert Bondurant et al., No. 1242.

To Albert Bondurant (G. W. Lewis, curator ad hoc):

Please to take notice that by virtue of a writ of an alias writ of seizure and sale to me directed by the above-named honorable court, and styled as above, I have seized, and three days after service hereof will proceed to advertise for sale, according to law, all your right, title, and interest in and to the following described property, to wit: Lot No. 7, section , township No. 11, range twelve east, containing one hundred and sixty $\frac{11}{100}$ acres, being certificate No. 152, to pay and satisfy plaintiff's demands and costs, as well costs of these proceedings.

You are also notified to have your appraiser at the court-house door, in the town of St. Joseph, La., at eleven o'clock a. m., on Saturday the 7th day of August, A. D. 1875, to value said property, according to law.

This the 17th day of June, A. D. 1875.

A. J. BRYANT, *Sheriff,*
By C. S. KINNEY, *D'y Sheriff.*

7 Filed October 11th, 1875.

JOS. CURRY, *D'y Cl'k.*

Sheriff's return.

Received the alias writ of seizure and sale, styled as above, and dated

June 15th 1875, on the 17th June, 1875, and on the 17th of June, 1875, I executed said writ by seizing and taking into my possession lot No. 7, section , township No. eleven, range twelve east, containing one hundred and sixty $\frac{11}{100}$ acres, being certificate No. 152. I placed thereupon said land in the possession of John H. Bondurant, as custodian and my deputy pro hac vice, and took his written receipt therefor; and I also notified Oliver Gardnier, the lessee of a portion of said land, of said seizure and of said possession; and I thereupon handed to John Bondurant, one of the defendants, in person and in this parish, a copy of the within notice of seizure; and also handed a copy of said notice to George W. Lewis, curator ad hoc, representing the absentee Albert Bondurant, in person and in this parish.

June 17th, 1875.

A. J. BRYANT, *Sh'ff*,
By C. S. KINNEY, *D'y Sh'ff.*

Filed October 11th, 1875.

JOSEPH CURRY,
Deputy Clerk.

Notice of seizure.

13th district court.

THE STATE OF LOUISIANA,
Parish of Tensas:

W. E. BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242.

Revived in the name of Mrs. Ella F. Bondurant, test. ex'x & tutrix, vs. Albert Bondurant et al., No. 1242.

To Horace Bondurant:

Please to take notice that by virtue of an alias writ of seizure and sale to me directed from the above-named honorable court, and styled as above, I have seized, and three days after service hereof, will proceed to advertise for sale, according to law, all your right, title, and interest in and to the following described property, to wit: Lot. No 7, section , township No. 11, range 12 east, containing one hundred and sixty $\frac{11}{100}$ acres, being certificate No. 152, to pay and satisfy plaintiff's demand and costs, as well as costs of these proceedings.

You are also notified to have your appraiser at the court-house door in the town of St. Joseph, at eleven o'clock a. m., on Saturday the 7th day of August, A. D. 1875, to value said property, according to law.

This the 17th day of June, A. D. 1875.

A. J. BRYANT,
Sheriff,
By C. S. KINNEY,
Dep. Sheriff.

9 *Sheriff's return.*

STATE OF LOUISIANA,
Parish of Catahoula:

Received the within notice of seizure on the 22nd day of July, A. D. 1875, and on the 23rd day of same month and year I served the same

by handing a true copy of the within to Horace Bondurant in person and in this parish, 17 miles from the court-house.

JNO. S. BOATNER,
Dep'ty Sheriff.

(Endorsed:) W. E. Bondurant vs. Albert Bondurant et al. No. 1242. Revived in the name of Mrs. Ella F. Bondurant, test. ex. and nat. tutrix, vs. Albert Bondurant et al. No. 1242. Notice of seizure to Horace Bondurant, of Catahoula Parish. Original. Sheriff's costs: Mileage, ; service, , and return. Filed October 11th, 1875. Joseph Curry, deputy clerk.

Petition of F. Watson.

To the honorable the judge of the thirteenth judicial district court of the State of Louisiana, holding sessions in and for the parish of Tensas:

10 The petition of Frank Watson, a resident of said parish and State, with due respect represents:

That your petitioner is the bona fide owner and possessor of the following-described piece, parcel, and tract of land situate in this parish: the lot No. seven in township eleven of range twelve east, in the district of lands subject to sale at Ouachita, Louisiana, containing one hundred and sixty-five acres and seven hundredths of an acre, as per certificate No. 152.

That petitioner acquired said land (with other lands) by authentic act passed before George W. Lewis, deputy recorder in and for the parish of Tensas, Louisiana, on the 6th day of February, 1875, from Augustus C. Watson, jr., as will appear by deed duly recorded in the recorder's office of this parish in notarial record-book H, pages 526, 527, and 528, which is a title translative of property.

And that your petitioner has had the real and actual possession of said tract of land since said purchase by him, quietly, and without interruption as owner, until disturbed as hereinafter set forth by Andrew J. Bryant, sheriff of this parish, and Mrs. Ella Felix Bondurant, a resident of the city of New Orleans in this State, executrix of last

11 will of Walter E. Bondurant, dec'd, and natural tutrix of her minor child, the only issue of the marriage between her and her said deceased husband, Walter E. Bondurant.

That the immediate author of your petitioner, Augustus C. Watson, senior, acquired said tract of land by a good and valid title translative of property from John Bondurant and wife, on the 30th day of November, A. D. 1854, for the sum of $5,775.00, as per deed recorded in the recorder's office of this parish in notarial record-book D, pp. 435, 436, and 437, said Bondurant's wife renouncing her rights.

And petitioner's said author held said property by notorious, public and uninterrupted possession in good faith as owner from said 30th November, 1854, and transferred said property, title, and possession to petitioner and his said brother, A. C. Watson, jr., by joining in deed from petitioner to said A. C. Watson, jr., and renouncing his right, title, and interest in said tract of land and others as per deed recorded in the recorder's office of this parish in notarial record H, pages 36, 37, & 38, dated 5th August, 1872, and recorded same day, being an authentic act.

12 That John Bondurant, the vendor of said A. C. Watson, sr., being owner of one undivided third part of said tract of land, ac-

quired the other two-thirds from his brothers Albert and Horace Bondurant by acts passed and duly recorded in the recorder's office of this parish.

And said John Bondurant in good faith held said land as sole owner and possessor until he transferred the same to said Augustus C. Watson, senior, as aforesaid, who acquired thereby the possession and ownership of said John Bondurant (A).

Petitioner further shews that Andrew J. Bryant, sheriff of the parish of Tensas aforesaid, acting under a writ of alias fi. fa. issued by order of and at the instance of Mrs. Ella Felix Bondurant, executrix, and natural tutrix aforesaid, on a judgment against Albert, John, and Horace Bondurant, in favor of Walter E. Bondurant in suit No. 1242 on the docket of this honorable court, and which writ is styled as follows, to wit, "W. E. Bondurant vs. Albert Bondurant et al., 1242. Revived in name of Mrs. E. F. Bondurant, testamentary executrix and natural tutrix, vs. Albert Bondurant et al., 1242, No. 746," has on the 17th day of June,
13 1875, illegally seized the foregoing described piece of land and appurtenances, bought of said A. C. Watson, jr., and in your petitioner's possession as owner and possessor in good faith, well worth the sum of thirty-six hundred dollars (B), and will proceed to advertise and sell petitioner's said property to pay the said supposed judgment against Albert, John, and Horace Bondurant, unless restrained by an injunction.

Petitioner further represents that he is advised and believes that said Mrs. Ella Felix Bondurant, executrix and tutrix, pretends to claim the right to sell said land of petitioner under the pretence that said executrix and tutrix held a mortgage upon said property, by virtue of the said supposed judgment against Albert, John, and Horace Bondurant, and a deed of sale from the sheriff, George W. Williams, to said Albert, John, and Horace Bondurant, passed 4th day of December, 1852, alleged to be recorded in the registry of mortgages on the 6th day of December, 1852.

Petitioner further shows that said act of the 4th day of December, 1852, was not reinscribed within ten years from its date of registry in the mortgage records, and it ceased to have any force and effect as a mortgage and privilege upon said tract of land.

14 Petitioner further represents that at the date of the institution of said suit, No. 1242, against Albert Bondurant & others, the said Augustus C. Watson, senior, was in public possession of said property as owner, as he had been for many years previously, and yet was not made a party to said suit which was via ordinaria, nor were any demands or notices given him as third possessor, nor were any rights in said judgment reserved against the said property of said Augustus C. Watson, sen'r, now the property of petitioner; and said Walter E. Bondurant, deceased, took in said ordinary action against said Albert, John, and Horace Bondurant a simple judgment against them recognizing the mortgage as on their property, and all other claims and demands were thereby relinquished by and merged in said judgment.

Petitioner further shows that said judgment was void as against said A. C. Watson, sen'r, and petitioner, third parties, because on the face of the papers it appeared that the consideration for a large part thereof was for slaves.

That by said illegal seizure petitioner has been damaged in the full sum of two thousand dollars. (C.)

Wherefore petitioner prays that said Andrew J. Bryant, sheriff
15 of the parish of Tensas, and said Mrs. Ella Felix Bondurant, a

resident of the city of New Orleans, in this State, as testamentary executrix of the last will of Walter E. Bondurant, dec'd, and natural tutrix to her minor child, be cited to answer hereto; that an injunction issue restraining and enjoining said sheriff and said executrix and tutrix from proceeding any further with the execution of said alias writ, so far as said land of petitioner is concerned, until the further order of this court; and after all due proceedings had that it be decreed by the court that the said Mrs. Ella Felix Bondurant, executrix & tutrix, representing the succession and heirs of Walter E. Bondurant, dec'd, has no mortgage or privilege upon the said property of petitioner seized under said alias fieri facias; and that she and said sheriff be perpetually enjoined from selling said land, and petitioner forever quieted in his possession and title thereof.

Prays for two thousand dollars damages for the wrongful and illegal seizure of said property, for all costs, and for general relief.

MERRICK, RACE & FOSTER,
REEVE LEWIS,
Att'ys for Plaintiff, F. Watson.

16 *Affidavit.*

THE STATE OF LOUISIANA,
Parish of Tensas:

Frank Watson, being duly sworn, says he is the plaintiff in the foregoing petition; that all the allegations and facts set forth in said petition are true and correct and render an injunction necessary; and that the district judge is absent from the parish of Tensas.

FRANK WATSON.

Sworn to and subscribed before me this 26th day of June, A. D. 1875.

C. C. CORDILL,
Parish Judge.

Order.

The foregoing petition and affidavit considered. The district judge being absent, it is ordered that an injunction issue as prayed for, on plaintiff's giving bond and security according to law, in the sum of fifteen hundred dollars.

Given under my official signature at chambers this 26th day of June, A. D. 1875.

C. C. CORDILL,
Parish Judge.

Sheriff's waiver, &c.

Service is hereby accepted this 28th day of June, 1875. Citation, &c., waived.

A. J. BRYANT, *Sh'ff*,
By C. S. KINNEY, *D'y Sh'ff.*

17 (Endorsed:) No. 2457. District court. Franke Watson vs. Mrs. Ella F. Bondurant, ex'x and tutrix, & the sh'ff. Petition, &c., for injunction. Filed June 28th, 1875. Joseph Curry, d'y clerk.

Bond.

13th district court.

THE STATE OF LOUISIANA,
Parish of Tensas:

FRANKE WATSON
vs.
MRS. ELLA FELIX WALKER BONDURANT, EX'X & tutrix, & J. Bryant, sh'ff.

Be it known that Franke Watson as principal, and Augustus C. Watson, jr., of this parish, as security, are held and firmly bound unto Mrs. Ella Felix Bondurant, testamentary executrix of last will of Walter E. Bondurant, dec'd, and natural tutrix of her minor child, and unto Andrew J. Bryant, sheriff of the parish of Tensas, and to all other parties in interest, in the full sum of fifteen hundred dollars, for the payment whereof we bind ourselves in solido in the full sum of fifteen hundred dollars aforesaid by these presents, dated this 26th day of June, A. D. 1875.

Whereas the above bound Franke Watson has sued out a writ of injuction in above styled suit—

18 Now, if said Frank Watson shall pay all such damages as may be sustained by said executrix and tutrix, and said sheriff and all others in interest, in case it should be decided that said injunction was wrongfully obtained, then this obligation to be null and void; else to remain in full force and effect.

FRANKE WATSON.
A. C. WATSON, JR.

(Endorsed:) 2457. Franke Watson vs. Mrs. Ella F. Bondurant, ex'x & tutrix, & the sheriff. Injunction bond. Filed June 28th, 1875. Joseph Curry, d'y cl'k.

Citation.

Thirteenth district court.

THE STATE OF LOUISIANA,
Parish of Tensas:

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, EX'X & TUTRIX, and the sheriff.

To Mrs. Ella F. Bondurant, ex'x & tutrix, representing succ'n and heirs of W. E. Bondurant, dec'd, a resident of the parish of Orleans and State aforesaid:

You are hereby cited to comply with the demand contained in plaintiff's petition of injunction, a certified copy of which accompanies this citation, or to file your answer in writing to the same in the office

19 of the clerk of the 13th district court, at the town of St Joseph, within forty (40) days after service hereof.

Witness the honorable Wade H. Hough, judge of said court, and the

seal thereof, this 28th day of June, in the year of our Lord one thousand eight hundred and seventy-five.

[L. S.]

CHAS. E. STEELE, *Clerk*,
By JOSEPH CURRY, *D'y Clerk.*

(Endorsed:) 2457. Franke Watson vs. Mrs. E. F. Bondurant, ex'x & tutrix, and the sheriff. Citation of Mrs. Bondurant. Original. Filed July 17th, 1875. Joseph Curry, d'y clerk.

Sheriff's return on citation.

And on the 30th day of June, 1875, served a copy of within citation and accompanying petition on Mrs. Ella F. Bondurant, executrix and tutrix herein, by leaving same at her domicile, No. 490 St. Charles street, in the hands of her sister, Mrs. Vaught, a person apparently over 14 years of age, living and residing at said domicile, said Mrs. Ella F. Bondurant being absent from home at time of said service; all of which facts I ascertained by interrogating said Mrs. Vaught.

Returned same day.

BEN. C. MIRE,
D'y Sh'ff Parish of Orleans.

Sh'ff's fee, $2.00.

Filed July 17th, 1875.

JOSEPH CURRY, *D'y Clk.*

20 *Writ of injunction.*

13th district court.

THE STATE OF LOUISIANA,
Parish of Tensas:

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, EX'X & TUTRIX, and the sheriff. } No. 2457.

To Mrs. Ella F. Bondurant, executrix and tutrix, representing succ'n & heirs of W. E. Bondurant, dec'd, a resident of the parish of Orleans, and said State, and to the sheriff of the parish of Tensas, greeting:

You are hereby prohibited, enjoined, and restrained from proceeding further in the execution issued from this honorable court and styled "W. E. Bondurant vs. Albert Bondurant et al., 1242, revived in name of Mrs. E. F. Bondurant, test. ex'x and natural tutrix, vs. Albert Bondurant et al., No. 1242," until further order of this court.

Witness the Hon. Wade H. Hough, judge of said court, and the seal thereof, this 28th day of June, A. D. 1875.

[L. S.]

CHAS. E. STEELE, *Clerk*,
By JOSEPH CURRY, *D'y Clerk.*

(Endorsed:) 2457. Franke Watson vs. Mrs. Ella F. Bondurant, ex'x & tutrix, & the sheriff. Writ of injunction. Original. Filed July 17th, 1875. Joseph Curry, d'y clerk.

21 *Sheriff's return on writ.*

And on the 30th day of June, 1875, served a copy of within writ of

injunction on Mrs. Ella F. Bondurant, tutrix and executrix, defendant herein, by leaving same at her domicile, No. 490 St. Charles street, in the hands of Mrs. Vaught, her sister, a person apparently over 14 years of age, living and residing at said domicile, said Ella F. Bondurant being absent from home at the time of said service. All of which facts I ascertained by interrogating said Mrs. Vaught.

Returned same day.

BEN. C. MIRE,
D'y Sh'ff Parish of Orleans.

Sh'ff's fee, $2.00.

Filed July 17th, 1875.

JOSEPH CURRY, *D'y Clerk.*

Bond.

STATE OF LOUISIANA,
Parish of Tensas:

Know all men men by these presents that we, Ella F. Walker Bondurant, personally, and as tutrix of her minor child, Walter E. Bondurant, as principal, and Felix Walker and Thomas P. Farrar, as sureties, are held and firmly bound unto Frank Watson in the sum of two hundred and fifty dollars, lawful money of the United States, for the pay-
22 ment of which said sum unto the said Watson, his heirs, executors, or assigns, we hereby bind ourselves, heirs, representatives, and assigns.

Now, the condition of this obligation is such that whereas the said Ella F. Bondurant, tutrix, as aforesaid, on the 18th day of October, A. D. 1875, filed her petition in a certain suit pending in the thirteenth judicial district court in and for the parish of Tensas, State aforesaid, being numbered on the docket of said court No. 2457, and in which said suit the said Frank Watson is plaintiff and said tutrix is defendant, for the removal of the said suit to the circuit court of the United States, district of Louisiana. Now, if the said Mrs. Ella F. W. Bondurant, tutrix, shall cause to be entered or enter a copy of the record of the said suit on the first day of the next session of the said circuit court, if said court should hold that said suit was wrongfully or improperly removed thereto, then this obligation to be void, otherwise to remain and be in full force and effect.

ELLA F. W. BONDURANT,
Ex. & Tut'x.
FELIX WALKER.
THOS. P. FARRAR.

J. PARIS CHILDRESS,
Clk 2d J. P.

23 Filed October 18th, 1875.

CHAS. E. STEELE, *Clerk.*

STATE OF LOUISIANA,
Parish of Tensas:

And now comes Felix Walker, who, being duly sworn, says that he is one of the securities named in the above bond; that he is a citizen of and resident of the State of Louisiana, and that he has real property in this State, unencumbered, over and above the amount of said bond.

FELIX WALKER.

Sworn to and subscribed before me this 13th day of September, 1875.

JOHN L. MANNING,
Third Justice Peace acting for Second Justice Peace, Parish Orleans, La.

Filed October 18th, 1875.

CHAS. E. STEELE, *Clk.*

Petition for removal.

To the honorable the judge of the thirteenth judicial district court of the State of Louisiana, holding sessions in and for the parish of Tensas:

The petition of Mrs. Ella F. Walker Bondurant, testamentary executrix of last will and testament of her husband, Walter E. Bon-
24 durant, deceased, late of Natchez, State of Mississippi, with respect, represents—

That petitioner is a citizen of the State of Mississippi, and is defendant in her capacity as tutrix in a certain civil suit now pending in this hon. court, in which the matter in dispute exceeds, exclusive of costs, the sum of five hundred dollars, and wherein one Frank Watson, a citizen of the State of Louisiana, is plaintiff, being suit No. 2457 on the docket of this court, and that petitioner is entitled to have the said suit removed to the circuit court of the United States for the sixth circuit, district of Louisiana, holding sessions in the city of New Orleans, on complying with the provisions of the act of Congress of the United States in such cases provided; that the law, affidavits, and bond hereto annexed considered, your petitioner prays that an order be granted for the removal of this cause to said U. S. court, staying all further proceedings in the said suit in this court, except such proper order as is necessary for the removal of this said cause to the said circuit court of the United States, and for all general relief.

SAM'L R. & C. L. WALKER &
T. P. FARRAR,
Att'ys for Pet'r.

25 Filed October 18th, 1875.

CHAS. E. STEELE, *Clerk.*

STATE OF LOUISIANA,
City of New Orleans:

Personally appeared before me the undersigned authority, Mrs. Ella F. Walker Bondurant, who being duly sworn, deposes and says that the facts set forth in the foregoing petition are true and correct.

ELLA F. W. BONDURANT,
Ex. & Tut'x.

Sworn to and subscribed before me this 13th September, 1875.

JOHN L. MANNING,
Third Justice Peace, acting 2nd J. P., Parish Orleans, La.

Filed October 18th, 1875.

CHAS. E. STEELE, *Clerk.*

Affid't for new trial.

STATE OF LOUISIANA,
Parish of Tensas:

Personally came and appeared before me, the undersigned authority,

Thomas P. Farrar, who, being duly sworn, deposes that he is counsel for the defendant, Mrs. Ella F. Bondurant, in the suit numbered 2457, on the docket of the 13th district court, parish of Tensas, and styled Frank Watson vs. Mrs. Ella F. Bondurant, ex. & tutrix; that since the trial
26 and judgment on the application for removal to the U. S. circuit court, made and filed by said defendant, he has discovered new evidence material to the suit, although he had used every effort and diligence in his power to procure the necessary testimony; that the new evidence discovered is the fact that Thomas P. Clinton, esq., an attorney at law, practising in New Orleans, was consulted by Mrs. Bondurant as to whether her residence in the State of Louisiana would forfeit her citizenship in the State of Mississippi; and that on his advising her that it would not, she remained in Louisiana, intending to retain her citizenship in the State of Mississippi; and that this consultation was had with reference to this very case of Watson vs. Bondurant; that his client, Mrs. Bondurant, is absent from the parish now, and was absent at the time this opposition was made and tried, and that all the facts stated in this affidavit are of his own personal knowledge.

THOS. P. FARRAR.

Sworn to and subscribed before me this 20th day of October, 1875.

CHAS. E. STEELE, *Clerk.*

27 Filed October 19th, 1875.

CHAS. E. STEELE, *Clerk.*

13th district court.

STATE OF LOUISIANA,
Parish of Tensas:

FRANK WATSON
vs.
MRS. ELLA F. BONDURANT, EXECUTRIX & natural tutrix. } 2457.

Frank Watson, plaintiff in the above-styled suit, now appears by his undersigned counsel and for answer to the petition for removal of this cause to the United States circuit court filed by def't says and shews—That this cause is not one removable to the said court, under the laws of the United States. That the said Mrs. Ella F. Bondurant is not the defendant in this suit, but that the defendant is the succession of Walter E. Bondurant, deceased, consisting of movables and immovable property situated in this parish of Tensas, and the succession of Walter E. Bondurant, dec'd, has been duly opened and is now under administration in the probate court of this parish, by the said Mrs. Ella F. Bondurant, as executrix of the last will and testament of said Walter E. Bondurant, deceased.

Appearer shows further that on 19th June, 1874, said Mrs. Bondurant presented her petition for executorship, &c., to the probate
28 court of this parish, wherein she declared herself to be a resident of this State and that she was duly confirmed and qualified accordingly, and is an officer of the probate court of the parish of Tensas, Louisiana, and subject to its jurisdiction.

Further, that when the citation and injunction in this suit was served she was a resident of the State of Louisiana, and said service was made on her at her domicil in this State.

That the pretended removal to and citizenship in Mississippi is a mere subterfuge and fraudulent evasion of the laws, and adopted for the purpose of fraudulently removing this cause to the United States courts.

Wherefore appearer prays that the said application be rejected, and for general relief.

W. MONTGOMERY &
R. LEWIS,
Att'ys for Pl'ff.

Filed October 19th, 1875.

CHAS. E. STEELE, *Clerk.*

Note of evidence.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, EX. & TUTRIX, & sheriff. } 2457.

Note of evidence on trial of motion for removal.

Pl'ff offers all the papers in the succ'n of Walter E. Bondurant, dec'd, and all the papers in No. 2457, 13th district court.

Capt. W. B. SPENCER, sworn, says:

I knew W. E. Bondurant at the time of his death. I never knew him to live anywhere else than in Mississippi. He lived with his mother in Natchez, Miss., to my knowledge for some nine years, and after married lived in Natchez and practised his profession there and died there.

Cross-examined:

Mrs. E. F. W. Bondurant was not a citizen of Natchez before her marriage.

T. P. FARRAR, esq., sworn, says:

I asked Mr. W. E. Bondurant before the election of 1872 if he would register here; he replied that he could not, as he was a citizen of Mississippi. I have examined the registration-books of this parish, and have failed to find his name therein.

In rebuttal.

T. P. CLINTON, sworn, says:

I am acquainted with Mr. Walker, the father of Mrs. Bondurant, def't; he lives in New Orleans and was living there in 1861. I met Mrs. Bondurant in 1861, who was then a mere girl. I did not see her again until 1872, when she was there living with her father in N. O. After the death of her husband she returned to New Orleans to her father's house, where she remained until after her confinement, which occurred shortly after.

Taken down and filed in open court this 19th day of October, 1875.

CHAS. E. STEELE, *Clerk.*

Filed October 19th, 1875.

CHAS. E. STEELE, *Clerk.*

Plea to jurisdiction & protest.

13th district court, Tensas Parish, Louisiana, October term, 1875.

FRANKE WATSON
vs.
Mrs. ELLA F. BONDURANT, EX'X & TUTRIX, & sh'ff. } No. 2457.

The defendant in said cause, Mrs. Ella F. W. Bondurant, executrix and tutrix, etc. (a citizen of the State of Mississippi), now again appearing for this purpose only and aver'ing that, as defendant in said suit, entitled to remove said cause to the United States circuit court, under the act of the United States Congress of date 3rd March, 1875, she has heretofore "made and filed her petition at the present term of this court (which is the term at which said cause could be first tried")
for the removal of said suit into the circuit court of the United
31 States for the district of Louisiana, to be held in the district where said suit is pending, and that at the date of said making and filing, she also and at the same time made and filed with said petition her bond with good and sufficient surety for her entering in such circuit court on the first day of its next session, a copy of the record in said suit and for paying all costs that may be awarded by the said circuit court, if said court shall hold that said suit was wrongfully or improperly removed thereto, and that this honorable court has declined to accept said petition or to accept or notice said bond, and to proceed no further with said suit, but on the contrary insists on retaining jurisdiction of said cause and proceeding with the trial thereof; now, this defendant, personally and in her representative capacity, as a citizen of the State of Mississippi, respectfully enters this her solemn protest against any further action by this court in said cause and respectfully declines to make any further appearance here in said cause, or in any way to recognize the further jurisdiction thereof herein.

Wherefore she prays leave to file this her solemn protest and
32 plea to the jurisdiction, and prays for general relief in the premises.

S. R. & C. L. WALKER, AND
THOS. P. FARRAR.
Att'ys for Def't.

Filed October 22nd, 1875.

CHAS. E. STEELE, *Clerk.*

Extracts from the minutes.

MONDAY, *October* 18th, 1875.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EX. & TUTRIX, & SH'FF. } 2457.

Application and bond for the removal of this cause into the U. S. circuit court, sitting in New Orleans, filed.
Minutes signed.

WADE H. HOUGH,
Judge 13th District.

TUESDAY, *October* 19*th*, 1875.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EX. & TUTRIX, & SH'FF. } 2457.

Opposition to application for removal to the U. S. circuit court filed.
Minutes signed.

WADE H. HOUGH,
Judge 13*th District.*

TUESDAY, *October* 19*th*, 1875.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EX. & TUTRIX, & SH'FF. } 2457.

33 Motion to remove this cause into the U. S. circuit court taken up, tried, and overruled.
Minutes signed.

WADE H. HOUGH,
Judge 13*th District.*

Extracts from the minutes.

TUESDAY, *October* 19*th*, 1875.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EX. & TUTRIX, AND SH'FF. } 2457.

Motion and affidavit for new trial filed.
Minutes signed.

WADE H. HOUGH,
Judge 13*th District.*

WEDNESDAY, *October* 20*th*, 1875.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EX. & TUTRIX, & SH'FF. } 2457.

Motion for new trial overruled, and on motion of counsel for defendant, it was ordered that defendant be allowed an appeal from the judgment, refusing the petition for removal and motion for a new trial, made returnable into the hon'l supreme court sitting in New Orleans, on or before the 2nd Monday in February, A. D. 1876, upon giving bond, with security conditioned according to law, in the sum of two hundred dollars. Counsel for plaintiff being present and taking cognizance thereof.
Minutes signed.

WADE H. HOUGH,
Judge 13*th District.*

34 FRIDAY, *October* 22*nd*, 1875.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EX. & TUTRIX, & SH'FF. } 2457.

Appeal withdrawn and exception filed.
Minutes signed.

WADE H. HOUGH,
Judge 13*th District.*

13th district court.

STATE OF LOUISIANA,
Parish of Tensas:

I, Charles E. Steele, clerk of said court, hereby certify that the foregoing transcript from page 1 to page 41, inclusive, contains complete, correct, and true copies of all proceedings had, of all the orders rendered, of all the pleadings and documents filed and of all the evidence adduced in the cause and on the opposition to removal, &c., of the suit styled Franke Watson vs. Mrs. Ella F. W. Bondurant, executrix and tutrix, and sheriff, and numbered 2457 on the docket of said court, and in fine that it is a complete and perfect transcript of the whole record of said suit up to this date, as the same appears in my office and on the records of said court.

35 In testimony whereof I have hereunto set my hand and affixed the seal of my office, at St. Joseph, Louisiana, on the 23d day of October, A. D. 1875.

[L. S.] (Signed) CHAS. F. STEELE, *Clerk.*

Costs, $20.00, p'd by T. C. Sachse.

Rule to dissolve injunction.—Entered and filed November 29th, 1875.

United States circuit court.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, ETC. } No. 7560.

On motion of Sam'l R. and C. L. Walker, of counsel for defendant in this cause, it is ordered that the plaintiff, Frank Watson, through his attorneys, Merrick, Race & Foster, show cause on the 11th day of December, 1875, at 11 o'clock a. m., why the injunction issued in this case should not be set aside and annulled, with interest at the rate of 10 per cent. and 20 per cent. damages, on the following grounds:

1°. That the writ was granted improvidently and upon insufficient grounds.

36 2°. That plaintiff's petition sets forth not any cause of action entitling him to the equitable writ of injunction.

3°. That the matter and facts set forth in said petition as reasons for an injunction have been decided in the case of W. E. Bondurant versus Augustus C. Watson, No. 6078 on the docket of this court, and in the case of Augustus Watson vs. W. E. Bondurant in the Supreme Court of the United States, reported in 19th Wallace, page , in which the father of the plaintiffs in this suit was a party, and that said judgment is res adjudicata as to him and those claiming under him; and that Messrs. Merrick, Race & Foster, said counsel of plaintiffs, be duly notified hereof.

Marshal's return.

Received Nov. 30th, 1875, by the U. S. marshal, and on the 1st day of December, 1875, served a copy hereof on Merrick, Race & Foster by handing the same to E. F. Merrick.

(Signed) S. B. PACKARD,
U. S. Marshal,
By S. W. REED,
D'y Marshal.

Order, rule to dissolve fixed.

November term, 1875.

NEW ORLEANS, *Monday, December 13th*, 1875.

Court met pursuant to adjournment. Present, Hon. Wm. B. Woods, circuit judge.

37 FRANK WATSON
vs.
MRS. E. F. W. BONDURANT, EX'X & TUTRIX. } No. 7560.

On motion of Sam'l R. & C. L. Walker, of counsel for defendant, it is ordered by the court that the rule hereinbefore filed and fixed for the 11th instant be reassigned for the 10th day of January, 1876, at 11 a. m., and that Messrs. Merrick, Race and Foster, counsel of plaintiff be notified hereof.

Continuance of rule 29th Jan'y, '76.—Extract from minutes of 10th January, 1876.

FRANK WATSON.
vs.
MRS. E. F. W. BONDURANT, EX'X, &C. } No. 7560.

By consent of counsel the rule in this cause is continued till the 29th January, 1876, at 11 a. m.

Submission of rule to dissolve.—Extract from minutes of 29th January, 1876.

FRANK WATSON
vs.
MRS. E. F. W. BONDURANT, EX'X, &C. } No. 7560.

38 The rule taken by defendant to dissolve the injunction was called up for trial. S. R. & C. L. Walker for mover; E. F. Merrick for plaintiff; and after hearing the evidence and argument the court took time to advise.

Exception to rule to dissolve injunction.—Filed January 29th, 1876.

Circuit court.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, EX'X, &C. } No. 7560.

On a rule taken to dissolve an injunction.

On the rule taken in this case which has been served on Merrick, Race and Foster, as attorneys of said Frank Watson, the said attorneys specially come for the purpose of excepting to the jurisdiction of this court, and for no other purpose, say that the said rule ought to be dismissed for want of jurisdiction in this hon. court to hear the same for this, viz:

First. The said rule being irregularly taken; the said cause is regu.

larly pending before the thirteenth judicial district court of the State of Louisiana, and has not been removed to this court by the order of said thirteenth judicial district court, nor of this court, nor has any perfect record been filed; and because,

2nd. The execution enjoined was upon a judgment rendered by
39 the State court, and the execution was issued by the State court and the injunction has been issued by the State court, and this court is without jurisdiction to hear and determine the questions arising under said injunction, and as this court cannot grant the said Watson the relief prayed for, so it cannot deprive him of his right to maintain his injunction; and because,

3rd. There has been no such showing as to entitle the defendant to a removal of the cause to this court, nor does the proof authorize it.

(Signed) MERRICK, RACE & FOSTER,
Att'ys.

Answer to rule to dissolve injunction.—Filed January 29th, 1876.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, EX'X.

Answer to rule to dissolve attachment.

On suggestion of the court that *the* it would be convenient to consider the exceptions as an answer to the rule, as well as an answer on the merits of the rule, and that the latter should not prejudice the former, the said Watson under said reservation says that it is appar-
40 ent from the petition and affidavit that said injunction against said sheriff and said defendant were issued upon sufficient cause.

(Signed) MERRICK, RACE & FOSTER,
Att'ys.

Order, action of court suspended.—Extract from minutes of 6th March, 1876.

FRANK WATSON
vs.
MRS. E. F. W. BONDURANT, EX'X, &C.

This cause came on to be heard on the motion to dissolve the injunction and was argued by counsel. For reasons orally assigned, the court suspends its action thereon for the present.

Order, cause fixed for trial.—Extract from minutes of 22d March, 1876.

FRANK WATSON
vs.
MRS. E. F. W. BONDURANT, EX'X, &C.
No. 7560.

On motion of Samuel R. Walker, of counsel for the defendant, it is ordered by the court that this cause be fixed for trial on the 4th day of April, 1876, at 11 a. m., and that Messrs. Merrick, Race & Foster, attorneys for plaintiff, be duly notified hereof.

41 *Transcript from 13th judicial district court, State of Louisiana.—Filed nunc pro tunc as of 29th January, 1876, this 4th April, 1876.*

Will of Dr. W. E. Bondurant admitted to probate June 16th, 1874.

(Across the face in red:) Ne varietur—C. C. Cordill, parish judge, June 19th, 1874.

I, W. E. Bondurant, being in health and of sound and disposing mind, do, in my own handwriting, this 10th day of June, A. D. 1874, make this, my last will and testament, as follows, hereby revoking all former wills and testaments:

To my wife Ella Felix Walker Bondurant I do will, devise, and bequeath all of my property of whatsoever kind; whether real or personal, in this State, the State of Louisiana, or elsewhere, to have and to hold for herself, her heirs or assigns, forever, and I do nominate, constitute, and appoint my said wife my sole executrix under this will.

Witness my hand the day and year first above written.

W. E. BONDURANT.

Opened and read by me and filed in my office for probate this June 13, 1874.

ALLISON H. FOSTER, *Clerk.*

(Across the face in red:) Ne varietur—C. C. Cordill, parish judge, June 19th, 1874.

42 In the chancery court of said county, before the clerk thereof, in vacation.

STATE OF MISSISSIPPI,
Adams County:

In the matter of a certain instrument of writing purporting to be the last will and testament of Dr. Walter E. Bondurant, dec'd.

Be it remembered that before me, Allison H. Foster, clerk of the chancery court of the 18th chancery district of the State of Mississippi, of the county of Adams, personally appeared before me, said clerk, at my office, in vacation, Dr. Thomas E. Sharpe, Dr. John C. Inge, J. A. D. Dicks, and Henry B. Dicks, who, upon being first duly sworn, depose and say that they are familiar with and know the handwriting of the testator herein, Dr. Walter E. Bondurant, having often seen him write; they have examined the paper purporting to be the last will and testament [herewith filed] of said Walter E. Bondurant, and say that the whole of said last will and testament is wholly written and subscribed in the handwriting of said Dr. Walter E. Bondurant, deceased, and they verily believe the same to be his said last will and testament.

Affiants further say that said testator was on the tenth day of
43 June, A. D. eighteen hundred and seventy-four, on the day of the date of said will, of sound and disposing mind, and more than twenty-one years of age.

J. S. SHARPE.
JNO. C. INGE.
H. B. DICKS.
F. A. D. DICKS.

Sworn to and subscribed before me this 15th day of June, 1874.
ALLISON H. FOSTER, *Clerk.*

Filed in my office June 15th, A. D. 1874.
ALLISON H. FOSTER, *Clerk.*

Recorded June 17th, 1874.

STATE OF MISSISSIPPI,
Adams County:

I, Allison H. Foster, clerk of the chancery court of said county, do hereby certify that the foregoing two and one-half pages contain a true and perfect copy of the original last will and testament, and proof of same, of Dr. Walter E. Bondurant, as the same now appears on record in my office in Book No. 4, page 39, of the record of wills of said county.

Witness my hand and seal of said court this 17th day of June, 1874.
[L. S.] ALLISON H. FOSTER, *Clerk.*

Chancery court.

STATE OF MISSISSIPPI,
Adams County:

41 I, E. H. Osgood, chancellor of the eighteenth chancery district of Mississippi, do hereby certify that Allison H. Foster, whose genuine signature appears to the annexed and foregoing certificate of acknowledgement, is now and was at the date of said certificate the chancery clerk of Adams County, duly elected and qualified according to law; that full faith and credit are due to all his official acts as such, and that his said certificate is in due form of law, this June 17th, 1874.

E. H. OSGOOD,
Chancellor Eighteenth District.

Chancery court.

STATE OF MISSISSIPPI,
Adams County:

I, Allison H. Foster, clerk of the chancery court of said county, do hereby certify that E. H. Osgood, whose genuine signature appears to the annexed certificate, is now and was at the date of said certificate the sole and only presiding chancellor of the eighteenth chancery district of the State of Mississippi, duly appointed and qualified according to law; that full faith and credit are due to all his official acts as such, and that his said certificate is in due form of law.

In witness whereof I have hereto set my hand and the seal of said court, at my office in Natchez, this 17th day of June, 1874.
ALLISON H. FOSTER, *Clerk.*

45 (Endorsed:) Succession of Walter E. Bondurant, dec'd. Recorded notarial record H, pages 410, 411, June 24th, 1874, S. Schaefer, recorder. Filed in evidence October 19, '75. Joseph Curry, cl'k.

To the hon'l the judge of the parish court in and for the parish of Tensas, State of Louisiana.

The petition of Ella Felix Walker, widow of Walter E. Bondurant,

late of Natchez, State of Mississippi, deceased, petitioner now residing in New Orleans, in this State, respectfully shews:

That her said husband lately died in Natchez, Mississippi, leaving in this parish a succession, consisting of movables and immovables and debts, and left no descendants.

That said Walter E. Bondurant left a will in olographic form, whereby your petitioner is made universal legatee, sole heir, and sole executrix.

Said will was duly probated in the chancery court of Adams County, State of Mississippi, and a duly certified copy of said will and the probate thereof is hereto annexed and made a part hereof.

46 That your petitioner is and was at the time of the death of her said husband pregnant, and it is necessary that a curator should be appointed for the preservation of the rights of said unborn child.

The premises considered, petitioner prays that said will be ordered to be filed, registered, and executed; that she be recognized as the universal legatee of her said husband, under said will, and placed in possession of his said succession.

That an inventory and appraisement of said succession be made and that letters testamentary may issue to her.

That a curator be appointed to said unborn child.

Prays for all necessary orders and for general relief in the premises.

REEVE LEWIS,
Att'y for Pet'r.

THE STATE OF LOUISIANA,
Parish of Texas:

Parish court.

Upon reading and considering the foregoing petition and annexed document (being a duly authenticated copy of the last will and testament of Walter E. Bondurant, deceased, and the probate and orders thereon from the hon'l' chancery court in and for the county of

47 Adams, State of Mississippi), it is ordered that said will be filed, registered, and executed

That said document be paraphed "ne varietur" at the beginning of each page to identify the same with this order.

That Mrs. Ella Felix Bondurant be, and she is hereby, recognized as the universal legatee of said will, and placed in possession of the property of the succession of said Walter E. Bondurant, deceased, under said will.

That letters testamentary issue to said Mrs. Ella Felix Bondurant on her taking and subscribing the necessary oath.

That an inventory and appraisement of said property of said succession be made.

That Felix Walker, the father of said Ella Felix Bondurant, be and he is hereby appointed curator to the unborn child of said Walter E. Bondurant and Ella Felix Bondurant, and that letters of curatorship issue to him on his taking the necessary oath.

Done and signed at chambers this 19th day of June, A. D. 1874.

C. C. CORDILL,
Parish Judge.

(Endorsed:) Succession of Walter E. Bondurant, deceased. Petition for executorship, inventory, curatorship, and recognition of uni-

48 versal legatee, &c., and order thereon. Recorded notarial record

H, pages 411 & 412, June 24th, 1874. S. Sharpe, recorder. Filed in evidence October 19th, 1875. Joseph Curry, d'y clerk.

Succession of Walter E. Bondurant, dec'd.

THE STATE OF LOUISIANA,
Parish of Tensas:

Parish court.

I, Ella Felix Bondurant, do solemnly swear that I will well and faithfully discharge and perform all the duties and trusts incumbent on me as testamentary executrix of the last will and testament of Walter E. Bondurant, deceased, to the best of my knowledge and abilities. So help me God.

ELLA F. BONDURANT.

Sworn to and subscribed before me this 19th day of June, A. D. 1874.
C. C. CORDILL,
Parish Judge.

(Endorsed:) Succession of Walter E. Bondurant, dec'd. Oath of executrix. Recorded record F, page 159, M'ch 12th, 1875. Jos. Curry, d'y cl'k. Filed in evidence October 19th, 1875. Jos. Curry, d'y clerk.

49 Succession of Walter E. Bondurant, deceased.

THE STATE OF LOUISIANA,
Parish of Tensas:

Parish court.

Be it known that by virtue of an order of the honl. judge of said court, dated 19th June, A. D. 1874, I, Charles E. Steele, clerk of the court in and for said parish and State, do hereby issue these letters testamentary to Mrs. Ella Felix Bondurant, widow of Walter E. Bondurant, dec'd, and I hereby invest her with full power and authority to do and perform all the duties and trusts incumbent on her as executrix of the last will and testament of said Walter E. Bondurant, dec'd, she having taken and subscribed the oath by law required.

Witness my hand and the seal of the court this 20th day of June, A. D. 1874.

[L. S.] CHAS. E. STEELE, *Clerk.*

(Endorsed:) Succession of Walter E. Bondurant, dec'd. Letters testamentary to Ella F. Bondurant, original. Filed in evidence Oct. 19th, 1875. Jos. Curry, d'y clerk.

Succession of Walter E. Bondurant, deceased.

STATE OF LOUISIANA:

Parish court for parish of Tensas.

50 Before me, Wm. H. Holmes, 2nd justice peace for the parish of Orleans, personally came and appeared Mrs. Ella Felix W. Bondurant, widow of said deceased, who solemnly swears that she will well

and faithfully perform all and singular the duties of tutrix of her minor son, Walter E. Bondurant, only child of said deceased. So help her God.

ELLA F. W. BONDURANT.

Sworn to and subscribed before me this 13th day of July, 1875. New Orleans, July 13th, 1875.

WM. H. HOLMES,
Second Justice of the Peace, Parish of Orleans.

(Endorsed:) Parish court for the parish of Tensas. Oath of tutrix, Mrs. Ella F. W. Bondurant. Filed in evidence October 19th, 1875. Jos. Curry, d'y clerk.

Succession of Walter E. Bondurant, dec'd.

THE STATE OF LOUISIANA,
Parish of Tensas:

Parish court.

I, Felix Walker, do solemnly swear that I will well and faithfully discharge and perform all and singular the duties and trusts incumbent on me as curator of the unborn child of Walter E. Bondurant, dec'd, and Ella Felix Bondurant, his widow, to the best of my knowl-
51 edge and abilities. So help me God.

FELIX WALKER.

Sworn to and subscribed before me this 19th day of June, A. D. 1874.

C. C. CORDILL,
Parish Judge.

(Endorsed:) Succession of Walter E. Bondurant, dec'd. Oath of curator. Filed in evidence 19th October, 1875. Jos. Curry, d'y clerk.

Succession of Walter E. Bondurant, dec'd.

THE STATE OF LOUISIANA,
Parish of Tensas:

Parish court.

Be it known that by virtue of an order of the hon'. judge of said court, dated 19th June, A. D. 1874, I, Charles E. Steele, clerk of the court in and for said parish and State, do hereby issue these letters of curatorship to Felix Walter, and hereby invest him with full power and authority to do and perform all the duties and trusts incumbent on him as curator to the unborn child of Walter E. Bondurant, dec'd, and Ella Felix Bondurant, his widow, said Felix Walker having taken and subscribed the necessary oath.

Witness my hand and the seal of the court this 20th day of June, A. D. 1874.

[L. S.] CHAS. E. STEELE, *Clerk.*

52 (Endorsed:) Succession of Walter E. Bondurant, dec'd. Letters of curatorship. Original filed in evidence October 19th, 1875. Jos. Curry, d'y cl'k.

Petition & order of revival.

To the judge of the 13th district court of State of Louisiana in and for the parish of Tensas:

Your petitioner, Ella Felix Bondurant, a femme sole, respectfully shows that she is the surviving widow of the late Walter E. Bondurant, dec'd, and has been duly recognized and appointed as his testamentary executrix by the parish court of Tensas parish, and is also the natural tutrix of his only surviving minor child, the only issue of the marriage of your petitioner with said deceased.

That in his life-time, to wit, in the month of February, A. D. 1868, the said Walter E. Bondurant, under a writ of sale issued from said court, under a judgment making a mortgage executory against the Pleasant View plantation and lands thereto atttached, became the purchaser at sheriff's sale of said mortgaged plantation and attached lands; that subsequent to said purchase A. C. Watson recovered
53 in the United States circuit court, of the said Walter E. Bondurant, a portion of said lands, subject to said mortgage, viz: "Certificate No. 152, being lot (or fractional section) No. 7, in township 11 north, of range 12 east, containing $164\frac{11}{100}$ acres," but that said land has been held subject in the hands of said Watson to the mortgage in favor of the said W. E. Bondurant, deceased, which said mortgage contain' the pact of non-alienation.

Petitioner shews further that the aforesaid writ of sale was returned in the lifetime of the said W. E. Bondurant with satisfaction pro tanto entered thereon, and that it is expedient and essential that a new or alias writ of sale should issue under said judgment, which is styled on the docket of your said court, "W. E. Bondurant vs. Albert Bondurant et als., No. 1242," in order to force the sale of said lot No. 7 in the hands of said Watson, for the satisfaction of said judgment and mortgage, which is only partially paid, and that said new and alias writ should issue in the name of your petitioner as testamentary executrix and natural tutrix aforesaid, and that it is further necessary that a curator ad hoc should be appointed to represent one of the defend-
54 ants, Albert Bondurant, who is an absentee residing in the State of Illinois.

Wherefore petitioner prays that said judgment be revived in her name as testamentary executrix, and as a natural tutrix aforesaid, that an alias execution and writ of sale issue under said judgment against lot 7, and that a curator ad hoc be appointed to represent the absentee Albert Bondurant, upon whom service of notice of seizure shall be made, and for general relief.

SAM'L R. & C. L. WALKER AND
THO'S P. FARRAR,
Attorneys for Mrs. Ella F. Bondurant.

STATE OF LOUISIANA,
Parish of Tensas:

Thomas P. Farrar makes oath that he is one of the attorneys for Mrs. Ella F. Bondurant, plaintiff in the foregoing petition, the allegations of which are true, that said Mrs. Ella F. Bondurant is absent from the State, and that the district judge of this district is now absent from this parish.

THO'S. P. FARRAR.

Sworn to and subscribed before me this 15th day of June, 1875.
CHA'S E. STEELE, *Clerk.*

55 STATE OF LOUISIANA,
Parish of Tensas:

IN CHAMBERS.

On the foregoing shewing, and the law and the evidence, it is ordered that the judgment in the district court, styled "W. E. Bondurant vs. Albert Bondurant, et al. No. 1242," on the docket thereof, be and the same is hereby revived in the name of Mrs. Ella F. Bondurant, testamentary executrix and natural tutrix, as plaintiff therein, in place and stead of her deceased husband, Walter E. Bondurant; that an alias writ of sale and execution issue under said judgment in her name as plaintiff, in her said fiduciary capacities, against defendants, for the sale of lot 7, township 11 north, of range 12 east, containing 164 11 acres, and that George W. Lewis be and he is hereby appointed to represent the absent defendant, Albert Bondurant, as curator ad hoc.

The district judge being absent, the parish judge grants this order.
Done and signed at Chambers 15th, June, 1875.

C. C. CORDILL,
Parish Judge.

(Endorsed:) 1242. W. E. Bondurant vs. Albert Bondurant et al. Petition and order of revival and appointment of curator ad hoc.,
56 &c. Filed June 19th, 1875. Chas. E. Steele, clerk. Filed in evidence October 19th, 1875. Jos. Curry, d'y clerk.

Extract from the minutes.

WEDNESDAY, *October 20th*, 1875.

FRANK WATSON
vs.
E. F. BONDURANT, EX'R & TUTRIX, & SHERIFF. } 2457.

Motion for new trial overruled, and on motion of counsel for defendant it was ordered that defendant be allowed an appeal from the judgment refusing the petition for removal, and motion for a new trial, made returnable into the hon'l supreme court, sitting in New Orleans, on or before the 2d Monday in February, A. D. 1876, upon giving bond, with security conditioned according to law, in the sum of two hundred dollars, counsel for plaintiff being present and taking cognizance thereof.
Minutes signed.

WADE H. HOUGH,
Judge 13th District.

FRIDAY, *October 22d*, 1875.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, EX. & TUTRIX, & SH'FF. } No. 2457.

Appeal withdrawn and exception filed.
Minutes signed.

WADE H. HOUGH,
Judge 13th District.

57 THE STATE OF LOUISIANA,
Parish of Tensas:

13th district court.

I, Charles E. Steele, clerk of the 13th district court in and for the parish

of Tensas and State of Louisiana, do hereby certify that the foregoing sixty-one pages contain true and correct copies of the following documents on file in my office, to wit:

1st. Petition, affidavit, and order in suit No. 2457, styled Frank Watson vs. Mrs. Ella F. Bondurant, executrix and tutrix, and the sheriff, and acceptance of service thereon.

(MEMO—already transcribed at page of this transcript).

2nd. Injunction bond in same suit (transcribed at page of this transcript).

3rd. Citation and writ of injunction in same suit and sheriff's return on same (transcribed at page of this transcript).

4th. Petition for removal to the United States court in same suit, and affidavit and bond (transcribed at page of this transcript).

5th. Extract from the minutes of the 13th district court in same suit (transcribed at page of this transcript).

6th. Opposition to petition for removal (transcribed at page of this transcript).

7th. Note of evidence (transcribed at page of this transcript).

58 8th. Will of W. E. Bondurant and orders of probate court in Mississippi thereon, and endorsements on all documents.

9th. Petition of Mrs. Ella F. Bondurant to the probate court of Tensas parish, Louisiana, for executorship and order thereon, and endorsements.

10th. The oaths of executrix and curator and letters testamentary and of curatorship, and endorsements thereon.

11th. The oath of Mrs. E. F. Bondurant as natural tutrix, and endorsements.

12th. Petition and order for revival in suit No. 1242.

13th. Alias writ of seizure and sale, and sheriff's return, and notices of seizure and sheriff's return, and endorsements thereon (transcribed at page of this transcript).

14th. Extracts from the minutes.

15th. Motion and affidavit for a new trial.

16th. Order of court overruling the motion for a new trial and order of appeal.

17th. Withdrawal of appeal, &c.

18th. Exception filed.

In testimony whereof I have hereunto set my name officially, at St. Joseph parish and State aforesaid, this the 3d day of December, A. D. 1875.

[L. S.] (Signed) CHAS. E. STEELE, *Clerk.*

THE STATE OF LOUISIANA,
Parish of Tensas:

13th district court.

59 I, Wade H. Hough, sole and presiding judge of said court, which is a court of record duly commissioned and qualified, hereby certify that Chas. E. Steele, whose genuine signature appears to the foregoing certificate, is, and was at the time of signing same, clerk of the 13th district court in and for the parish of Tensas and State of Louisiana, duly commissioned and qualified, that all his acts as such are entitled to full faith and credit, and that his said attestation is in due form.

Witness my official signature this 8th day of December, 1875.
(Signed) WADE H. HOUGH,
Judge 13th District.

60 *Submission of motion to dissolve injunction.—Extract from minutes of 4 April, 1876.*

FRANKE WATSON
vs.
MRS. E. F. W. BONDURANT EX'X, &C. } No. 7560.

This cause came on to be heard on the motion to dissolve the injunction, and after hearing argument the court took the same under advisement and allowed counsel ten days to submit briefs.

Rule for contempt.—Entered and filed May 12th, 1876.

U. S. Circuit court.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

On motion of Saml. R. & C. L. Walker, of counsel for Mrs. E. F. Bondurant, tutrix, and on showing the court that in this cause now under advisement upon a motion to dissolve the injunction herein, after argument and hearing in which both parties were represented, the said Watson appearing by Messrs. Merrick, Race & Foster, his counsel of record in this cause, and after this honorable court had decided that
61 this said suit was properly removed to this the circuit court from the State court, the 13th judicial dist. court for the parish of Tensas, according to the law of the United States, he, the said Watson, has since proceeded in this same cause to take judgment in said State court ex parte, and without notice to this mover, as appears by reference to the notice of judgment hereto annexed, which notice the said Watson and said Messrs. Merrick, Race & Foster have caused to be served on this mover, and on showing to the court that such proceeding is illegal and calculated to infringe the jurisdiction of this court, which has solely and exclusively the jurisdiction of the cause after its removal from said State court, and that such act and doing is in contempt of the power and authority and jurisdiction of this hon. the circuit court, it is ordered that the said Franke Watson, through his said counsel Messrs. Merrick, Race & Foster, and said Merrick, Race & Foster and E. T. Merrick, do show cause on Saturday, the 20th day of May, 1876, at 11 o'clock a. m., why they should not be punished for contempt of the orders of this honorable court in such manner as the court may direct.

62 *Notice of judgment referred to in rule for contempt*

Thirteenth district court.

THE STATE OF LOUISIANA.
Parish of Tensas:

FRANK WATSON
vs.
E. F. BONDURANT, EX'X & TUTRIX, ET AL. } No. 2457.

To Mrs. E. F. Bondurant, ex'x & tutrix, repres'ts succ'n & heirs of W

E. Bondurant, dec'd, a resident of said parish of Orleans, and State of Louisiana.

Please to take notice that judgment was rendered against you and in favor of Franke Watson, plaintiff in the above-styled suit, by hon. Wade H. Hough, judge of said court, on the 21st day of April, A. D. 1876, for the sum of two hundred and fifty dollars damages and perpetuating the injunction sued out in the above styled and numbered suit.

Witness the honorable Wade H. Hough, judge of said court, and the seal thereof, this 1st day of May, in the year of our Lord one thousand eight hundred and seventy-six.

[L. S.] (Signed) JOS. S. MATTHEWS, *Clerk.*
By JOSEPH CURRY, *D'y.*

A true copy. Attest:
[L. S.] JOSEPH CURRY,
Deputy Clerk.

63 *Marshal's return of service on rule for contempt.*

Received May 13th, 1876, by the U. S. marshal, and on same day, month, and year served a copy of within rule on Merrick, Race & Foster named herein by handing the same to E. T. Merrick.

New Orleans, May 16th, 1876.

(Signed) S. B. PACKARD,
U. S. Marshal.
By S. W. REED.
D'y U. S. Marshal.

Bill of complaint for injunction.—Filed May 18th, 1876.

U. S. circuit court.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

To the honorable the judges of the circuit court of the United States for the district of Louisiana, in the fifth circuit.

Mrs. Ella Felix Bondurant, tutrix of her minor child, Walter E. Bondurant, and a citizen of the State of Mississippi, brings this her bill of complaint against Franke Watson, a citizen of the State of Louisiana, residing in the parish of Tensas, and Messrs. Merrick, Race & Foster, attorneys-at-law, citizens of the State of Louisiana, representing
64 the *the* said Watson as his attorneys of record in this cause and in this court being suit No. 7560, entitled as above written, and your oratrix complains and says that she is defendant in her capacity of tutrix as aforesaid in the above-styled cause.

That the said suit was originally instituted in the 13th district court of the State of Louisiana, holding sessions in and for the parish of Tensas, and was legally and properly removed to this circuit court of the United States by your oratrix, under and by virtue of the act of Congress of the United States, approved March 3d, 1875.

That the record of said suit has been duly filed in this court in accordance with the law in such case made and provided.

That by such removal, filing, &c., this court became vested with sole and absolutely exclusive jurisdiction of the said cause, to the exclusion of the said 13th district court of the State of Louisiana.

That after elaborate oral argument of counsel for oratrix, and by Judge E. T. Merrick, of the firm of Merrick, Race & Foster, the counsel for said Watson, this honorable court decided that the said suit
65 was properly removed to this court, and upon briefs now filed by both parties, this court now holds the cause under advisement on the motion to dissolve the injunction, and the cause is still undecided.

Your oratrix further avers that, notwithstanding the said removal, and the orders and decision that said removal was legal and proper, the said Watson and his attorneys have persisted in the prosecution of said suit in said State court, and have, in disregard of the orders and jurisdiction and authority of this circuit court, and without notice to your oratrix, proceeded to try *ex parte* the said case in the said State court, and have taken judgment against your oratrix in her capacity aforesaid upon the merits of said cause, with damages to the amount of two hundred and fifty dollars, and perpetuating the original injunction issued in the first instance by said State court, as will more fully appear by reference to a certified copy of said judgment, which the said attorneys, Merrick, Race & Foster, have caused to be served on your oratrix, now on file herein, to be read in evidence herein.

All which acts on the part of said Watson and said attorneys
66 are illegal and tend to great and irreparable damage to the interest of the said minor child of which your oratrix is tutrix, and are the result of a combination between the said Watson and her said attorneys to wrong and injure your oratrix and the said minor; and all which acting and doings are contrary to equity and good conscience, and your oratrix is without remedy at law, and save in the equitable interference of this honorable court by means of the equitable writ of injunction.

Wherefore, the premises considered, your oratrix prays that a writ of injunction do issue from this honorable court to said Watson, and to his said attorneys, Messrs. Merrick, Race & Foster, and to any and all other attorneys or agents of said Watson, prohibiting them from any further proceeding in said cause, entitled Frank Watson *vs.* Mrs. Ella F. Bondurant, tutrix, &c., No. 2457, in the 13th judicial district court in and for the parish of Tensas, and in the mean while that a restraining order do issue inhibiting and prohibiting said Watson and his attorneys from further vexing or harassing by any further proceedings in said State court in said cause until the further orders of this circuit
67 court.

And your oratrix prays the most gracious writ of subpœna do issue to said Watson and Merrick, Race & Foster, commanding them to answer this bill of complaint, and that such relief be granted as is consistent with equity and good conscience; and after due proceedings being had, that the injunction herein prayed for be made perpetual, with a decree for damages in this behalf most unlawfully sustained, and for costs, and for all general and equitable relief.

(Signed) SAM'L R. & C. L. WALKER,
Solicitors for Complainant.

Ella Felix Bondurant, being duly sworn, deposeth and saith that she is the complainant in the foregoing bill named, and has read the same and knows the contents thereof; that the said bill is true of her own knowledge, except as to these matters which are therein stated to be on her own information and belief, and as to those she believes them to be true.

(Signed) ELLA FELIX BONDURANT.

Sworn to and subscribed before me this 18th May, 1876.
(Signed) WM. H. HOLMES,
Second Justice Peace Parish Orleans, La.

68 *Order on bill for injunction.*

On motion of Sam'l R. and C. L. Walker, solicitors, &c., in this cause, considering the within bill of complaint and affidavit, and on exhibition of proof of notice given, it is ordered that the plaintiff, Frank Watson, and Messrs. Merrick, Race & Foster, do show cause on Friday, the 26th day of May, 1876, at 11 o'clock a. m., before the Hon. E. C. Billings, in this court, why an injunction should not issue as in said bill prayed for.

(Signed) W. B. WOODS,
Judge.

Rule for Injunction.—Entered and filed May 19th, 1876.

April term, 1876.

NEW ORLEANS, *Friday, May 19th*, 1876.

The court met at 11 o'clock a. m. Present, Hon. E. C. Billings, district judge.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

On motion of Sam'l R. & C. L. Walker, solicitors for defendant, it is ordered that F. Watson and Messrs. Merrick, Race & Foster do show cause on Friday, 26th instant, at 11 a. m., why an injunction should not issue as prayed for in the bill of complaint of said Mrs. Bondurant.

69 *Order, rule for contempt dismissed.—Extract from minutes of 29th May, 1876.*

FRANK WATSON
vs.
MRS. ELLA F. BONDURANT, EX'X, &C. } No. 7560.

The rule for contempt was taken up, S. R. & C. L. Walker for relator, Race, Foster & Merrick for defendant in rule, and after hearing counsel, it was ordered that the rule be dismissed with costs.

Submission of rule for injunction.—Extract from minutes of June 1st, 1876.

FRANK WATSON,
vs.
MRS. ELLA F. BONDURANT, EX'X, &C. } No. 7560.

The rule for an injunction was called for trial, S. R. & C. L. Walker for plaintiff in rule, E. T. Merrick for defendant in rule, and, after hearing the evidence and argument, the court took time to advise.

Order, injunction refused.—Extract from minutes of June 2d, 1876.

FRANK WATSON
vs.
MRS. ELLA F. BONDURANT, EX'X, &C. } No. 7560.

70 This cause came on to be heard upon the application for an injunction, and was argued by counsel. On consideration whereof, it is ordered, that an injunction be refused with costs.

Answer of Mrs. Bondurant.—Filed June 10th, 1876.

U. S. circuit court.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

And now into court comes the defendant, Mrs. Ella F. Bondurant, a citizen of the State of Mississippi, tutrix of the minor child, Walter E. Bondurant, defendant in the injunction herein sued out by Franke Watson, and reserving the benefit of the grounds set forth in a motion to dissolve, herein filed, for answer denies all and singular the allegations in plaintiff's petition contained, except such as are hereinafter expressly admitted, and now says:

1st. That in or about the year 1835 died Daniel M. Bondurant, late of the parish of Tensas (the grandfather of Dr. Walter E. Bondurant, lately deceased, and the great-grandfather of the minor son of respondent), who died leaving a large estate and lands situate in said par-
71 ish of Tensas, among which lands is the tract which is the subject of this suit, and described in said Watson's petition.

2. That the deceased Dan'l M. Bondurant left four sons, William, Albert, John, and Horace Bondurant, they being equal and forced heirs to the succession of their father.

3. That in or about the year 1845 William Bondurant died, leaving one son, the late Dr. Walter E. Bondurant, the husband of this respondent and father of the minor Walter E. Bondurant.

4. That in or about the same year 1845 Albert Bondurant became the tutor of his nephew, Walter E. Bondurant, then a minor.

5. That the said Walter E. Bondurant, since deceased, was, as sole heir of his father (William B.), the owner of an undivided one-fourth of said succession of his grandfather, Daniel M.

6. That John and Horace Bondurant, desiring a partition of their interest in their father's succession, filed a petition in the proper court of the parish of Tensas against their brother Albert, and against him as tutor of their nephew, for a partition of their interests from that of the minor, and that, on the 12th day of October, 1852, the said court
72 ordered a partition to be made by sale or licitation, and that the same was duly made by the sheriff of the said parish on the 4th day of December, 1852, and the said Albert, John, and Horace Bondurant became the purchasers of all the property and lands of the said succession, including the tract in controversy herein, for the sum of $148,474.00, one-fourth of which price, to wit, $37,118$\frac{50}{100}$, being the minor's share of the price, the payment of which was deferred until he, their nephew, then about eleven years of age, should attain his majority, on the 5th of March, 1862, nearly ten years later, with seven per cent. per annum interest.

7°. That the said Albert, John, and Horace Bondurant did appear before Robert Y. Skinner, recorder and notary public, on the 4th December, 1852, and in an authentic act or deed did execute a special mortgage in favor of the minor, in addition to their obligation under the terms of sale, with the pact de non alienando, binding themselves not to alienate, deteriorate, or encumber said property to the prejudice of said mortgage in said sheriff's deed retained, all of which will more fully appear by reference to document B, on file in this cause, and the record in the suit entitled W. E. Bondurant vs. Augustus C. Watson, No. 6078, in this circuit court, to which reference is here had as part of this answer.

73 8°. That, on the 14th day of November, 1867, after maturity of said mortgage obligation, the share due to said minor being unpaid and exigible, upon suit filed, a judgment was rendered against John, Albert, and Horace Bondurant, jointly and severally, for the sum of $37,118\frac{50}{100}$, with interest at the rate of seven per cent. per annum from 4th December, 1852, until paid, subject to a credit of $5,018\frac{15}{100}$, of date March 22d, 1854; and it was further ordered, adjudged, and decreed that the authentic act of mortgage, which was the basis of the suit of Walter E. Bondurant vs. Albert Bondurant et al., No. 1242, 13th district court, parish of Tensas, be rendered executory, and ordered to be executed; and that all the lands so mortgaged, including the tract herein seized by this respondent, and which Franke Watson, plaintiff herein, has claimed, should be sold to satisfy said mortgage judgment, interest and costs; all of which will more fully appear by reference to document D, herein filed and made part of this answer.

9°. Respondent further shows that she is entitled to have seized and sold the said tract of land, the seizure and sale of which said Franke Watson has enjoined, in order to pay and satisfy the unpaid balance of said judgment, which the late husband of respondent had obtained

74 and partly executed against her said uncles.

10°. Your respondent further shows that John Bondurant, pretending to be the sole owner of said tract of land, did convey, or assume to convey, the same to one Augustus C. Watson, who pretends to have conveyed the same to his son, Frank Watson, the plaintiff in injunction herein, for a valuable consideration; but this respondent avers that the said pretended transfer or sale is fraudulent, simulated, and void, and made to defeat the claim of respondent, and if successful as against this respondent, then for the ultimate purpose of covering the same from the creditors of said Aug. C. Watson, who is in insolvent circumstances.

11°. Your respondent further shows that in the conveyance from John Bondurant to Augustus C. Watson, by which said Watson claim' said land, the said Watson (the father) waived the production of the certificate of mortgages, as required by article 3364 (3328) of the civil code, thereby acknowledging notice of existing mortgages, especially that granted to said W. E. Bondurant, now deceased, as will appear by reference to document K K, in the said proceedings in the suit of Bondurant vs. Watson, No. 6078, in this court, here referred to for proof and reference.

75 12°. That the said conveyance of said tract of land, the same being subject to the mortgage containing the pact de non alienando, is void as to this respondent, and that the same is still subject to seizure and sale to satisfy the judgment of 14th Nov'r, 1867, in favor of Dr. W. E. Bondurant, deceased.

13°. Your respondent further avers that the allegation of plaintiff,

Franke Watson, that the said mortgage, or the judgment therein, had perempted or been prescribed, is entirely untrue; and respondent avers that the law of Louisiana does not require and has never required reinscription as between the original parties or those claiming under him.

14°. Your respondent further shews that the grounds set forth in the petition of the said Franke Watson herein for an injunction have all been decided adversely to his averments in the suit of W. E. Bondurant vs. Aug. C. Watson, from whom the Franke Watson claims to derive his title, and are res adjudicata as to said A. C. Watson and those claiming under him.

15°. That this said suit of F. Watson, plaintiff herein, is vexatious and is an unwarranted abuse of the forms of law to annoy your respondent and to deprive respondent and her infant son of his just claim of a portion of his lawful inheritance.

76 Wherefore respondent prays that said injunction issued by the honorable the said thirteenth district court for the parish of Tensas, of the *parish* of Louisiana, be dissolved, quashed, and set aside and that this respondent be allowed damages in the sum of twenty per cent. on the amount of the judgment enjoined against said Franke Watson and his surety on the injunction bond jointly and severally, with ten per cent. interest per annum on the amount of said judgment, in accordance with the provisions of law (art. 304, C. P.), reserving to this respondent the right to sue for such other and further damages, rents, profits, and attorneys' fees as may be hereafter proved, and further, that there be judgment in favor of this respondent and her minor child against said Franke Watson, rejecting his demand, and that the mortgage and judgment existing in favor of Dr. W. E. Bondurant, deceased, be decreed to be binding and executory on the property in dispute herein, and that the said land be sold to satisfy the judgment rendering the said judgment executory, with interest and all costs, and for all such general and equitable relief as the case in its nature may require.

(Signed) SAM'L R. & C. L. WALKER,
Attorneys for Mrs. E. F. Bondurant, Tutrix, &c., Respondent.

77 *Notice of motion to dismiss cause.—Filed November 17th, 1876.*

Circuit court of the United States for the district of Louisiana.

FRANK WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX. } In chancery docket, No. 7560.

Messrs. SAMUEL R. & C. L. WALKER,
Counsel for the Defendant:

GENTLEMEN: Take notice that this honorable court will be moved for and on behalf of the plaintiff, on Thursday, the 23d day of November, at 11 o'clock a. m., or so soon thereafter as counsel can be heard, to dismiss this cause from its docket, and leave the same to be proceeded in in the State courts, or to delay all proceedings in the cause until there be a final hearing on the appeal taken from the decision of the case made by the judge of the 13th judicial district, in and for the parish of Tensas, on the 21st day of April, A. D. 1876, can be had in the supreme court of the State of Louisiana, and a writ of error can be taken and determined before the Supreme Court of the United States, if the decision should there be adverse to defendant, on the following grounds and for the following reasons, viz:

78 First. This honorable court is without jurisdiction over the subject matter of the suit, and has no jurisdiction to enjoin said execution of said State court, or pass upon the validity of the injunction issued, nor to supervise the action of the sheriff in the execution of the State process, nor explain, revise, control, or interfere with the original judgment rendered by the State court, to whom the laws and the Constitution give full and exclusive power and jurisdiction over the same and further because of the citizenship of the parties.

Second. Because Mr. Justice Bradley, sitting as a circuit judge, in passing on the rule taken in this case against the plaintiff and his counsel for contempt, and in refusing the same announced to the defendant's counsel that his remedy was to take an appeal from said decree of said judge of the thirteenth judicial district court for the parish of Tensas to the supreme court of the State of Louisiana and from thence by writ of error to the Supreme Court of the United States at Washington, if the decision of the supreme court of Louisiana, should be adverse, and said defendant ought to be content with the reasonable course pointed out by Mr. Justice Bradley, to further which the
79 plaintiff, waiving the question of jurisdiction, will agree to any reasonable terms, such as submitting the case on brief at Washington within the delay allowed by said Supreme Court, and also waiving informalities, if any be made, in taking appeal on writ of error.

Counsel for defendant will further take notice that the rules for contempt and injunction in this case will be referred on the trial of this motion, and counsel will produce a copy of said judgment of April 21, 1876.

Dated New Orleans, November 16th, 1876.

(Signed) MERRICK, RACE & FOSTER,
Sol's and of Counsel for Plaintiff.

A. H. Wilson, being duly sworn, on oath says, he delivered a duplicate of this notice to Samuel R. Walker, Esq., one of the counsel to whom addressed, at his office in the city of New Orleans, La., this seventeenth day of November, A. D. 1876.

(Signed) A. H. WILSON.

Sworn to and subscribed before me, the undersigned authority, this 17th day of Nov., 1876.

(Signed) F. B. VINOT,
U. S. Comm'r.

Note of evidence.—Filed November 23d, 1876.

80 F. WATSON } 7560.
vs.
BONDURANT.

Note of evidence.

Pl'ff offered judgment of State court. Suit 1242, 13th judicial district; also, rule for contempt, and application for injunction.

Memo. by Clerk.

Rule for contempt referred to in foregoing note of evidence is transcribed at page 60 of this transcript.

Application for injunction referred to in foregoing note of evidence is anscribed at page 68 of this transcript.

This is the judgment, marked D, offered in evidence by defendant:

Judgment of 13th judicial district court, parish of Tensas, La., offered by plaintiff, November 23d, 1876.

13th dist. court.

STATE OF LOUISIANA,
Parish of Tensas:

WALTER E. BONDURANT
vs.
ALBERT BONDURANT ET AL. } 1242.

This case coming on for trial, and after hearing the parties by their counsel, and the law and the evidence being in favor of the plaintiff, Walter E. Bondurant, and against the defendants, Albert Bondurant, John Bondurant, & Horace Bondurant, it is by reason thereof
81 ordered, adjudged, and decreed that the plaintiff do have and recover judgment against the defendants in solido for the sum of thirty-seven thousand one hundred and eighteen dollars and fifty cents, with interest at the rate of seven per cent. per annum, from the 4th day of December, A. D. 1862, until paid, subject to a credit of five thousand & eighteen dollars & sixteen cents, of date March 22d, A. D. 1854. And it is further ordered, adjudged, and decreed that the authentic act of mortgage which is the basis of this action be and the same is hereby rendered executory and ordered to be executed, and the following land therein described seized and sold to pay and satisfy said judgment, interest, and all costs, viz:

The Pleasant View plantation, being a certain tract of land situated on the Mississippi River, opposite Bruensburg, and being the same conveyed to D. M. Bondurant by Dunlap & Green, containing six hundred and seventy-three acres (673).

Also a tract adjoining the above mentioned tract on the upper side, fronting on the Mississippi River, being the same conveyed to the said D. M. Bondurant by the heirs of Nailor, containing two hundred
82 and seven (207) acres; also No. 960 of section 39, of township twelve, of range 13 east, containing one and forty-eight $\frac{67}{100}$ acres; also No. 122, lot No. 6, of section , of township 11, range 13 east, containing one hundred and ten $\frac{10}{100}$ acres; also No. 151, tract $\frac{1}{4}$, Nos. 1, 2, and 4, of section No. 2, of township No. 11, range No. 12 east, containing three hundred and eleven $\frac{15}{100}$ acres; also No. 152, lot No. 7, section , township No. 11, range 12 east, containing one hundred and sixty $\frac{11}{100}$ acres; also lot 27, No. 166, of section , township No. 12, range No. 13, east, containing one hundred and sixty-four $\frac{28}{100}$ acres; also lot 1047 or fractional section No. 38, township No. 12, of range No. 13 east, containing one hundred and sixty $\frac{68}{100}$ acres, be the same more or less, and containing in all twenty-two hundred and thirty-nine acres.

Read and signed in open court this 14th day of November, A. D. 1867.

E. D. FARRAR,
Judge 13th District.

STATE OF LOUISIANA,
Parish of Tensas:

I, Chas. E. Steele, clerk of the 13th district court, in and for
83 said parish and State, duly elected commissioner and qualified, do hereby certify that the foregoing two pages and one-half contain

a true and correct copy of the original judgment in suit styled Walter E. Bondurant vs. Albert Bondurant et al., number 1242 on the docket of the 13th district court, in and for said parish and State, and on file and of record in my office.

Witness my hand and the seal of said court this 28th December, A. D., 1875.

[L. S.] (Signed) CHAS. E. STEELE, *Clerk.*

THE STATE OF LOUISIANA,
Parish of Tensas:

13th district court.

I, Wade H. Hough, sole and presiding judge of the thirteenth district court in and for the parish and State aforesaid, do hereby certify that Chas. E. Steele, whose genuine signature appears to the foregoing certificate, is, and was at the time of signing the same, clerk of the thirteenth district court in and for said parish and State; that all his acts as such are entitled to full faith and credit, and that his said certificate is in due form.

Witness my official signature this 29th Dec'r, A. D. 1875.

(Signed) WADE H. HOUGH,
Judge 13th Dist. Court.

84 *Order cause to be tried on the equity side of this court.*

November term, 1876.

NEW ORLEANS, *Thursday, November 23d*, 1876.

Court met pursuant to adjournment. Present, Hon. E. C. Billings, district judge.

FRANK WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

This cause was called for trial—present, Merrick, Race & Foster, for plaintiff; Sam'l R. & C. L. Walker, for defendant—when, after hearing counsel, considering that his honor the presiding judge has already decided that the cause has been properly removed, the court declines to hear argument on the motion to remand, and denies said motion, and directed that the cause be proceeded with on the equity side of the court as a case in chancery.

Demurrer of Mrs. Bondurant.—Filed November 28th, 1876.

U. S. circuit court. In equity.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

85 The demurrer of *of* MRS. E. F. Bondurant, tutrix of her minor child, Walter E. Bondurant, to the bill of complaint of Frank Watson, complainant.

This defendant, by protestation, not confessing or acknowledging all

or any of the matters and things in the said bill of complaint to be true, in such manner and form as therein set forth and alleged, doth demur thereto, and for causes of demurrer showeth that in case the allegations in said bill contained were true as therein set forth, which he does not admit, the said bill contains not any matter of equity whereon to sustain such writ of injunction as is sought and prayed for in said bill of complaint, nor hath he made such a case as entitles him in a court of equity *as entitles him* to any discovery or relief from or against this defendant touching the matters complained of and contained in said bill or any such matters. Wherefore, and divers good causes apparent in complainant's bill, this defendant doth demur to said bill and all matters and things therein contained, and humbly prays the judgment of this court whether he shall be compelled to make any other or further answer to said , and she prays to be hence dismissed with her reasonable cost and damages, according to the law of Louisiana in
86 such case made and provided.

We certify that in our opinion the foregoing demurrer of Mrs. E. F. Bondurant, defendant, to the bill of complaint of Frank Watson, complainant, is well founded in law and proper to be filed in the above cause.

(Signed) SAM'L R. & C. L. WALKER,
Solicitors for Defendant.

UNITED STATES OF AMERICA,
District of Louisiana:

Mrs. E. F. Bondurant, being duly sworn, does depose and say that she has read the foregoing demurrer to the bill of complaint in this suit, and that the same is not interposed for the purpose of delaying said suit or any proceeding therein.

(Signed) E. F. BONDURANT,
Ex'x, &c.

Sworn to and subscribed before me this 28th Nov'r, 1876.

(Signed) WM. H. HOLMES,
Second Justice Peace, Parish of Orleans.

Extract from chancery order-book, November 28th, 1876.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } 7560.

87 The defendant, by her solicitors, Sam'l R. & C. L. Walker, has this day filed her demurrer to the complainant's bill.

Order to withdraw answer, &c., and to file demurrer.—Extract from minutes of 28 Nov'r, 1876.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

On motion of Sam'l R. & C. L. Walker, solicitors of Mrs. E. F. Bondurant, tutrix, &c., defendant in injunction, and on showing to the court that this cause has by recent order of this court been transferred to the equity side thereof, it is ordered that defendant be allowed to

withdraw the motion to dismiss the injunction, and also to withdraw the answer filed, and that she be permitted to file a demurrer to complainant's bill herein.

Entry at rules setting down demurrer.—December rules, 1876, *Monday*, *4th.*

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

88 In this cause the plaintiff, now and at all times reserving to himself the benefit of his objections and exceptions to the jurisdiction of this hon. court, simply in obedience to order of the court assuming jurisdiction over this cause, specially comes, by Merrick, Race and Foster, his solicitors, and sets down the demurrer filed by the defendants to plaintiff's petition considered (as in the nature of a bill of complaint) for argument.

Order demurrer fixed.—Entered and filed December 4th, 1876.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

On motion of Sam'l R. and C. L. Walker, solicitors for defendant, &c., it is ordered that the demurrer herein filed by defendant be set down for hearing on the 9th day of December, 1876, at 11 o'clock a. m., and that Messrs. Merrick, Race & Foster, solicitors for plaintiff, be notified hereof.

Submission of demurrer.—Extract from minutes of Dec'r 26th, 1876.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

89 This cause came on to be heard upon the demurrer to the bill and was argued by counsel; and the court took time to consider, with leave to counsel to submit briefs.

Order demurrer overruled.—Extract from minutes of January 10th, 1877.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

This cause came on to be heard on the demurrer and was argued by counsel. And the court, having duly considered the same, does, for reasons assigned in writing, order that said demurrer be overruled, with leave to defendant to answer; and that upon the coming of the answer, which shall formally set up the facts stated in the opinion, the court will hear a motion to dissolve the injunction.

Amendments to petition.—Filed January 10th, 1877

U. S. circuit court.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, & SHERIFF } No. 7560.

90 The plaintiff in this action, without waiving his objections to the jurisdiction of this hon. court, but in order to save himself from all harm from the assuming of said jurisdiction by which the cause is transferred to the equity side of this court, comes by leave of the court and amends his petition by inserting at the end of the fifth paragraph of the petition (counting the address as one) and corresponding to the 16th line on 4th page of the transcript filed April 4th, 1876, as of 29th January, 1876, after the words "John Bondurant," the following, viz:

(A) "Petitioner represents that said tract of land, being lot No. seven, in township No. eleven, range 12 east, bought by him of Augustus C. Watson, as aforesaid, forms and has formed for more than twenty-two years a part of a plantation owned by petitioner and in his occupancy, and that a part of the said tract of land is cultivated and inclosed with the rest of petitioner's lands, forming the cultivated portion of the said plantation, and that the residue and the rest is left as woodland, and furnishes the ordinary supplies of wood, and is further valuable as it
91 connects the main body of the plantation which lies on Lake Bruin with the Mississippi River, and furnishes him with an outlet to said river, the only navigable waters in the vicinity; that said land does not touch nor in any manner abut upon defendants' plantation or lands, but is separated therefrom by lands owned by third parties; that the severance of said tract of land from plaintiff's plantation would greatly lessen the value of the whole plantation and damage him not less than seven thousand dollars; that W. E. Bondurant in his lifetime estimated the value of said tract of land (lot No. seven) by itself at six thousand dollars, and it is not worth less now than $5,775, the price paid for it in good faith by Col. Augustus C. Watson to John Bondurant in A. D. 1854, and that said Augustus C. Watson and petitioner never heard or knew that any mortgage was claimed to exist against said property until W. E. Bondurant claimed to be owner, fourteen or fifteen years after he, said Augustus C. Watson, had bought and paid for said property."

And said plaintiff further amends, subject to the exceptions aforesaid, the sixth paragraph of said petition. After the words "thirty-six
92 hundred dollars," and before word "and," found on the fourteenth and sixteenth lines of the fifth page of said transcript, the following words, viz:

(B.) "At a forced sale for cash, separate from the plantation, and five thousand seven hundred and seventy-five dollars, at a private sale, made on the usual terms of cash and credit."

And further to amend, subject as aforesaid, by inserting after the last line in the eighth paragraph, corresponding to the 4th line of the 8th page of same transcript, before the prayer of said petition, the following, viz:

(C.) "That said defendant sometimes alleges and pretends that she has a right to sell petitioner's said tract of land (lot No. 7), notwithstanding the legal title is vested in him under said deed from Augustus C. Watson, because, she says, that said Albert, John, Horace Bondurant bought said tract of land in the year A. D. 1852, with other lands, at

the probate sale of John Bondurant, senior; and she pretends that the deed to them, said Albert, Horace, and John Bondurant, contained the non alienando clause, so-called, and therefore it was not necessary to reinscribed the said pretended mortgage to preserve its validity;
93 at other times she alleges and pretends that Walter E. Bondurant was a minor under the age of twenty-one years, and that minor's mortgages are not required by law to be reinscribed; at other times she pretends that said Walter E. Bondurant was prevented by the late civil war from reinscribing his mortgage until September, 1865, and that the period of the war is to be deducted from the ten years within which, as an essential condition, the laws of Louisiana requires all mortgages to be reinscribed for their continuance beyond ten years, whereas petitioner charges the contrary thereof to be the truth, and that minors, except as against their tutors, are obliged, like all other persons, to have reinscribed all mortgages in their favor in order to preserve them longer than ten years; and that there was no vis major to prevent the reinscription of the said pretended mortgage, and if any reasonable effort had been made said pretended mortgage, if it had existed, could have been reinscribed at any time within the ten years, and that said Walter E. Bondurant, as well as Augustus C. Watson, were both in the service in the Confederate army during the late civil war, and that nothing prevented suits
94 against each other or perfecting any notarial acts or making any registry or doing any other act necessary to protect their rights, and that no certificate of mortgages from the mortgage records will show any mortgage existing on said property in plaintiff's possession.

Petitioner waives answer under oath, as allowed by the 41st rule.

G. W. Race, one of plaintiff's counsel, being first duly sworn, on oath saith that his client resides in said parish of Tensas, and affiant believes he is absent from the city of New Orleans, and that the allegations in the foregoing amendments are true.

(Signed) G. W. RACE.

Sworn to & subscribed before me this 10th day of January, 1877.

(Signed) F. B. VINOT,
D'y Clerk.

Order.

Let this amendment be filed.
January 10, 1877.

(Signed) EDWARD C. BILLINGS,
Judge.

Answer.—Filed January 15th, 1877.

Circuit court of the United States, district of Louisiana. In equity.

95 FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

The answer of Mrs. Ella Felix Bondurant, widow of Walter E. Bondurant, deceased, executrix and tutrix of her minor child, Walter E Bondurant, defendant in the injunction herein sued out to the petition or bill for injunction, and to the amended bill or petition filed herein, on or about 10th January, 1877, of said Franke Watson, the complainant herein.

This defendant, now and at all times hereafter saving and reserving

unto herself all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties, and other imperfections in the said complainant's said bill of complaint and amended bill or petition of injunction contained, for answer thereto, or unto so much or such parts thereof as this defendant is advised is or are material or necessary for him to make answer unto, this defendant, for answer, says:

That in or about the year 1835, died Daniel M. Bondurant, then of the parish of Tensas (the grandfather of Dr. Walter E. Bondu-
96 rant, lately deceased, and the grandfather of the minor son of respondent), and at his decease in 1835 left a large estate in lands and other property in said parish, among which lands is the tract of $162\frac{7}{100}$ acres, which is the subject of this suit, and described in said Watson's petition and amended petition or bill.

That the deceased, Daniel M. Bondurant, left four sons, William, Albert, John, and Horace Bondurant, they being equal and forced heirs to the succession of their father.

That, in or about the year 1845, William Bondurant died, leaving one son, the late Dr. Walter E. Bondurant, since the husband of this respondent, and father of the minor, Walter E. Bondurant.

That, in or about the same year, 1845, Albert Bondurant became the tutor of his nephew, Walter E. Bondurant, then a minor.

That the said Walter E. Bondurant, since deceased, was, as sole heir of his father, William Bondurant, the owner of an undivided one-fourth ($\frac{1}{4}$) of said succession of his grandfather, Daniel M. Bondurant.

That John and Horace Bondurant, desiring a partition of their interest in their father's succession, filed a *partition* in the proper court of the parish of Tensas, against their brother Albert, individually,
97 and against him as tutor of their nephew, for a partition of their interest from that of the minor, and that, on the 12th day of October, 1852, the probate court ordered a partition to be made by sale or licitation, and that the same was duly made by the sheriff of the said parish on the 4th day of December, 1852, and the said Albert, John, and Horace Bondurant became the purchasers of all the property and lands of the said succession, including the tract in controversy herein, for the sum of $148,474 $\frac{00}{100}$, one-fourth part of which price, to wit, $37,118 $\frac{50}{100}$, being the minor's share of the price, the payment of which was deferred on a credit, until he, their nephew, then about eleven years of age, should attain his majority, on the 5th March, 1862, nearly ten years later, with seven per cent. interest.

That the said Albert, John, and Horace Bondurant did appear before Robert Y. Skinner, recorder and notary public, on the 4th day of December, 1852, and in an authentic act or deed did execute a certain mortgage in favor of the minor, in addition to their obligation under the terms of sale, with the non alienation clause or pact de non alienan-
do, binding themselves not to alienate, deteriorate, nor encum-
98 ber said property to the prejudice of said mortgage so retained in said sheriff's deed; all of which will more fully appear by reference to document B, herein filed, and the record in the suit entitled W. E. Bondurant vs. Augustus C. Watson, No. 6078, in this circuit court, to which, with all the papers and documents filed and proceedings had in said suit, reference is here made as a whole as parts of this answer and as an exhibit herein.

That on the 14th day of November, 1867, after maturity of said mortgage obligation, the share due to said minor being unpaid and exigible, upon there being suit filed, a judgment was rendered against John, Al-

bert, and Horace Bondurant, jointly and severally, for the sum of $37,118 $\frac{50}{100}$, with interest at the rate of seven per cent. per annum from 4th Dec'r, 1862, until paid, subject to a credit of $5,018 $\frac{16}{100}$, of date March 22d, 1854, and it was further ordered, adjudged, and decreed that the authentic act of mortgage which was the basis of said action of Walter E. Bondurant vs. Albert Bondurant et als., No. 1242, in the thirteenth district court for the parish of Tensas, be rendered executory and ordered to be executed, and that all the lands so mortgaged (including herein seized by this respondent, and the sale of which
99 said Frank Watson has enjoined) should be sold to satisfy said mortgage, judgment, interest, and costs; all of which will more fully appear by reference to document D herein filed and specially made part of this answer.

Respondent further shows that she is entitled to have seized and sold the said tract of land, the seizure and sale of which said Frank Watson has enjoined, in order to pay and satisfy the unpaid balance of said judgment, which the late husband of respondent had obtained and had partly executed against his said uncles.

Your respondent further shows that John Bondurant, pretending to be the sole owner of said tract of land, did convey or assume to convey the same to one Augustus C. Watson, who pretended to have acquired a full ownership of the same, notwithstanding that the said deed from John Bondurant, of the 30th November, 1854, does not recite any acquisition by said John Bondurant of the two thirds held by his two brothers, Albert and Horace Bondurant, and which this respondent alleges that she believes did not exist, and that lately, on or about the 6th of February, 1875, during the pendency of said suit, No. 6078, in this
100 court, in which said Augustus C. Watson was defendant, he, the said Watson, conveyed or pretended to convey the said land to the complainant herein, Franke Watson, the son of said Augustus C. Watson, said Franke Watson acquiring the same with full knowledge and notice of said litigation; and this respondent avers that, to the best of her information and belief, the said pretended transfer, from Augustus C. Watson to his said son, the complainant, made pending the litigation in which the father was defendant, is fraudulent, simulated, and void, and made to defeat the claim of respondent, and if successful, as against this respondent, then for the ultimate purpose of covering the same from the creditors of said Augustus C. Watson, who is in insolvent circumstances.

Your respondent further shows that in the conveyance from John Bondurant to Augustus C. Watson, by which said Watson claimed said land, the said Watson (the father), waived the production of the certificate of mortgages as required by the article 3364 (3328) of the civil code, thereby acknowledging notice of existing mortgages, especially that granted to said W. E. Bondurant, now deceased, as will appear by reference to document K K in the said proceedings in said suit No. 6078, hereinbefore referred to.

101 That the said Watson, senior, being a near neighbor and intimately acquainted for many years previous with all the said parties and being well informed as to the condition of the estate and lands of the said estate of said Bondurants, was well informed of the claims and rights therein of Dr. Walter E. Bondurant, the late husband of this respondent, and so continued to be informed until he sold it to his son Franke Watson, who acquired during the pendency of said suit No. 6078 with equal information and notice.

That the said conveyance of said tract of land, the same being sub-

ject to the mortgage containing the pact de non alienando, is void as to this respondent, and that the said tract is still subject to seizure and sale to satisfy the judgment of the 14th of November, 1867, in favor of W. E. Bondurant, since deceased.

Your respondent further avers that the allegations of said complainant that the said mortgage and judgment recognizing and enforcing the same had perempted, or been prescribed, and that they, the said Watsons, had acquired the ownership by possession and prescription, are entirely untrue, and your respondent further shows that the law
102 of the State of Louisiana does not require and has never required reinscription as between the original parties to the said mortgage *as* those claiming under them.

Your respondent shows that notwithstanding that no inscription nor reinscription was necessary, yet nevertheless the said mortgage of date the 4th December, 1852, was duly recorded in said parish registry on the 6th day of December, 1852, and was in fact reinscribed in said office immediately after the cessation of the late civil war, to wit, on the 8th day of September, 1865, the which reinscription, had it been at all necessary by the decisions of the Supreme Court of the United States and of this honorable the circuit court, was within the legal delay and in proper time.

Your respondent further shows that the purchaser of said property, subject to the pact de non alienando, occupied the same position in law as the original mortgages, and is without cause for enjoining the execution of the said mortgage, and the judgment of the 14th November, 1867, in said suit 1242, 13th dist. court, making the said mortgage executory and decreeing the sale of said land, which said judgment
103 has never been set aside nor appealed from and is still in force and operation against said John Bondurant and his transferrees, the said Watsons, and is not liable to prescription before the 14th of November of the current year 1877, if at all prescribable, and that said Watsons cannot set up any defence which said John Bondurant could not, and that no partition or sale as alleged between said Watson can defeat said previously existing mortgage.

Your respondent further shows that the grounds set forth in the petition of the said Franke Watson, complainant, and his said amended petition or bill, have all been decided adversely to his averments in the said suit No. 6078 of the late Dr. W. E. Bondurant against said Aug. C. Watson, upon which latter the complainant, Franke Watson, claims to derive his title, and one res adjudicata as to said A. C. Watson and those claiming under him.

Respondent denies that any damage, loss, or injury has been had by the complainant, Franke Watson, and respondent avers that on the contrary the suit and writ of injunction had by complainant is vexatious, and is an unwarranted abuse of the forms of law to annoy your re-
104 spondent, and to deprive respondent and her infant son of his just claim of a portion of his lawful inheritance, and has damaged respondent.

And this defendent, further answering, denies that the said complainant is entitled to the relief or any part thereof in the said complaint demanded, and this respondent prays for the decree of this honorable court ordering the writ of injunction, issued originally by the honorable the thirteenth district court in and for the parish of Tensas, of the State of Louisiana, to be dissolved, quashed and set aside, that the demands of said complainant be rejected, that there be judgment in favor of this respondent and her minor child against said Franke Watson, and that

the mortgage and judgment existing in favor of Dr. Walter E. Bondurant, deceased, be decreed to be binding and executory on the property in dispute herein, and that the said land be sold to satisfy the judgment rendering the said mortgage executory, and that according to the article 304 of the Code of Practice, there be judgment against said Franke Watson and his surety herein jointly and severally, interest on the judgment or execution by him enjoined at the rate of ten per cent. per annum from the date of issuance of said writ, and that there be
105 further judgment against complainant and surety jointly and severally for twenty per cent. damages on said execution, reserving to this respondent the right to sue for such other and further damages, for rents, profits and attorneys' fees as may be hereafter prayed, with interest and all costs, and for all such general and equitable relief as the case in its nature may require.

(Signed) SAM'L R. & C. L. WALKER,
Solicitors for Defendant.

STATE OF LOUISIANA,
City of New Orleans:

Mrs. Ella Felix Bondurant, being duly sworn, does depose and say, that she is the defendant named in the foregoing answer; that she has read the same and knows the contents thereof, and that the same is true of her own knowledge, except as to the matters therein stated on information and belief, and as to those matters she verily believes it to be true.

(Signed) ELLA F. W. BONDURANT,
Ex'x.

Sworn to & subscribed before me this 15th day of January, 1877.
[L. S.] (Signed) JOHN McCORMICK,
Second Justice Peace.

106 *Entry at rules.—Extract from chancery order book, January rules, 1877, Monday, 15th.*

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

Mrs. Ella Felix Bondurant, widow of Walter E. Bondurant, deceased, executrix and tutrix of the minor child Walter E. Bondurant, defendant, in the injunction herein sued out, to the petition or bill for injunction, and to the amended bill or petition filed herein, has this day by her solicitors, Samuel R. & C. L. Walker, filed her answer thereto.

Rule to dissolve injunction.—Entered and filed January 16, 1877.

U. S. circuit court.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

On motion of Sam'l R. & C. L. Walker, solicitors for defendant, and on suggesting to the court that said defendant has on the 15th instant filed herein her answer to the bill or petition for injunction and amended

bill of said Watson complainant: it is ordered that the said
107 F. Watson, through Messrs. Merrick, Race & Foster, his solicitors, do show cause, on the 27th day of January, 1877, at 11 a. m., why the injunction herein should not be dissolved with damages against said complainant.

Marshal's return.

Received Jan. 17, 1867, by the U. S. marshal, and on the 18th day of same month and year served a copy of within motion and order on Merrick, Race and Foster, named herein, by handing the same to G. W. Race.

New Orleans, Jan. 18th, 1877.

(Signed) S. W. REED,
D'y U. S. Marshal.

Rule to dissolve the injunction.—Extract from the minutes of 16*th January*, 1877.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

On motion of Sam'l R. and C. L. Walker, solicitors for defendant, and on suggesting to the court that said defendant has, on the 16th instant, filed herein her answer to the bill or petition for injunction and amended bill of said Watson, complainant, it is ordered that the said
108 Frank Watson, through Messrs. Merrick, Race & Foster, his solicitors, do show cause, on the 27th day of January, 1877, at 11 a. m., why the injunction herein should not be dissolved with damages against said complainant.

Exceptions to answer.—Filed January 24*th*, 1877.

U. S. circuit court, in chancery.

FRANK WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

Exceptions taken by complainant (without waiving objections to jurisdiction) to the insufficient answer of the defendant, Ella F. Bondurant, test. executrix and tutrix, to said complainant's bill and amended bill of complaint.

1st. For that said paper, called by the defendant's counsel an answer, does not undertake to answer, or purport to answer, any part of the statements or allegations of complainant's original and amended petition, but is a mere narration of defendant's pretended case, and claims a judgment against the complainant and his surety, and is a proceeding unknown to equity practice, and said paper ought to be taken off the files.

109 2d. For that the said defendant hath not, to the best and utmost of her knowledge, remembrance, information, and belief, answered and set forth whether complainant did not, on the 6th day of February, 1875, acquire said lot No. 7, in township No. 11, range 12

east, by authentic act passed before George W. Lewis, deputy recorder, and duly recorded, from Augustus C. Watson, jr.; nor has said defendant answered whether complainant did not, from said date, have the real and actual possession of said tract of land, and hold the same quietly and without interruption, until disturbed by the sheriff on the seventeenth day of June, 1875.

3rd. For that the said defendant hath not in manner aforesaid answered and set forth whether the said Augustus C. Watson, the immediate author of petitioner, did not acquire said tract of land by a good and valid title translative of property and duly recorded, from John Bondurant and wife, on the 30th day of November, A. D. 1854, for $5,775, and whether said Augustus C. Watson did not hold said land by public, notorious, and uninterrupted possession as owner until he sold the same to said petitioner.

110 4th. For that the said defendant hath not in manner aforesaid answered and set forth whether said John Bondurant, being owner for one-third, did not acquire the other two-thirds of said tract of land of Horace and Alfred Bondurant, and whether said John Bondurant did not hold said tract of land as sole owner and possessor until he transferred the same to said Augustus C. Watson.

5th. For that said defendant hath not in manner aforesaid answered and set forth whether said tract of land does not form, and has not for more than twenty-two years formed, a part of the plantation now owned by petitioner, and whether it does not connect the main body of said plantation with the Mississippi River, and whether the severance of said tract of land from petitioner's plantation would not greatly lessen the value of the whole plantation and damage him not less than $7,000, and whether Walter E. Bondurant, deceased, did not estimate the value of said tract of land by itself at $6,000, and whether it is not by itself worth $5,775 on the usual terms.

6th. For that the said defendant hath not in manner aforesaid answered and set forth whether said Andrew J. Bryant, sheriff of

111 the parish of Tensas, acting under a writ of alias fi. fa., issued by defendant's order and at her instance against John, Horace, and Albert Bondurant, on a judgment in favor of Walter E. Bondurant in a suit No. 1242 of the docket of the 13th judicial district court for the said parish of Tensas, did not on the 17th day of June, 1875, illegally seized said tract of land and appurtenances, and whether they, the said sheriff and the defendant, were not about to sell said tract of land under said alias fi. fa.

7th. For that said defendant hath not in manner aforesaid answered and set forth whether said act of the 4th day of December, A. D. 1852, was reinscribed within ten years from its date on the mortgage records of said parish of Tensas.

8th. For that the said defendant hath not in manner aforesaid answered and set forth whether at the date of the institution of the suit No. 1242, against Albert Bondurant and others, was not in the public possession of said tract of land, as he had been for many years previously, and whether he was made a party to said suit, and whether said suit was not via ordinaria, and whether any demands or notices were given petitioner as a third possessor.

112 In all which particulars the said complainant (without waiving his objections to the jurisdiction) excepts to the answer of said defendant, Ella F. Bondurant, tutrix and executrix, as illusive, evasive, imperfect, and insufficient, and humbly prays that the said defendant,

Ella F. Bondurant, tutrix & executrix, may be compelled to put in a full and sufficient answer thereto, or that said paper be taken off the files.

(Signed) By MERRICK, RACE & FOSTER,
Solicitors for Petitioner Frank Watson.

Order: exceptions to answer, &c., fixed.—Extract from minutes of 24 *January*, 1877.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

On motion of Merrick, Race & Foster, of counsel for plaintiff, it is ordered that the exceptions filed by plaintiff to defendant's answer be fixed for hearing on Saturday the 27th instant at 11 o'clock a. m., with the motion to dissolve the injunction.

Entry at rules.—Extract from chancery order book January 24th, 1877.

FRANK WATSON
vs.
MRS. E. F. W. BONDURANT, TUTRIX, &C. } No. 7560.

113 The complainant, by his solicitors, Merrick, Race & Foster, has this day filed his exceptions to the defendant's answer.

Affidavit of Frank Watson offered by plaintiff January 27th, 1877.

In U. S. circuit court.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

Franke Watson, plaintiff in said suit, which was commenced in the thirteenth judicial district court of the State of Louisiana, holding sessions in the parish of Tensas in said State, on oath saith, that he has acquired the tract of land known as lot 7 in township eleven of range twelve east in the district of lands formerly subject to sale at Ouachita, La., by purchase, bargain and sale from Augustus C. Watson, jr., by notarial act passed before George W. Lewis, deputy recorder in and for the parish of Tensas, Louisiana, on the 6th day of February, 1875, as alleged in his petition, and that said tract of land came into affiant's possession as owner, notoriously and publicly by said bargain, sale, and purchase; that affiant bought said land in good faith, and paid full value for the said property; that so far from buying said property
114 in fraud of the pretended rights of the defendant, this affiant did not then believe, and does not now believe that said defendant had or has any rights either legal or equitable upon the said tract of land in any manner whatever.

(Signed) FRANKE WATSON.

Sworn to and subscribed before me this 23d day of January, A. D. 1877.

(Signed) C. C. CORDILL,
Parish Judge.

Affidavit of A. C. Watson, jr., offered by plaintiff, January 27th, 1877.

In the U. S. circuit court.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

In this case before the undersigned authority personally came and appeared Augustus C. Watson, jr., who being first duly qualified and sworn, on oath deposeth and saith, that he is the same Augustus C. Watson, jr., mentioned in the notarial act of sale passed before George W. Lewis, deputy recorder in and for said parish of Tensas and State of Louisiana, on 6th day of February, 1875, and duly recorded in the recorder's office of said parish, and that he is the same Augustus C. Watson, jr., who is mentioned in the act of sale passed before
115 Robert L. Castleman, deputy recorder of said parish and State, on the 15th day of August, 1872, showing part of claim of title to tract of land in said parish known as lot No. 7, in township eleven, of range No. twelve east, in district of lands formerly subject to sale at Ouachita, La. That affiant and his brother Franke Watson (the plaintiff in above styled suit) acquired said property through bona fide purchase by their father, Augustus C. Watson, for their benefit, from John Bondurant, by act passed before Reeve Lewis, recorder in and for said parish, on the 30th November, A. D. 1854, and duly recorded, wherein John Bondurant, a citizen of said parish, sold and delivered to said Augustus C. Watson, sen'r, for the sum of $5,775.00, the said lot and piece of land.

All of said purchase price has long since been paid, and until the institution of these proceedings, that is until very lately, as will be seen by dates of papers on file, neither affiant, A. C. Watson, sr., nor Franke Watson, pl'ff, had any idea contrary to that of having a clear and perfect title to said tract of land.

(Signed) A. C. WATSON, JR.

Sworn to and subscribed before me this 23d January, A. D. 1877.
(Signed) C. C. CORDILL,
Parish Judge.

116 *Affidavit of Reeve Lewis, offered by plaintiff, January 27th, 1877.*

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

Reeve Lewis, of the parish of Tensas and State of Louisiana, being duly sworn, on oath saith:

That he was formerly recorder of the parish of Tensas, Louisiana; that although not recorder at that time, he resided in the town of St. Joseph, in the parish of Tensas, Louisiana (the place where the records of said parish were kept), during the late civil war; that up to the end of the year A. D. 1862, and commencement of the year 1863, and even afterwards, any one could have had an act of mortgage recorded and reinscribed in the records of the said recorder's office of said parish; that the recorder of said parish (an intimate friend of affiant) resided in the town of St. Joseph, in said parish, not more than 100 yards distant from affiant's house, during the war; that the record books of the

parish were in a safe place, under the control of the said recorder, during the years 1862, 1863, and until after the said war, and were by said recorder returned perfect to the recorder's office of said par-
117 ish, where they are to day; that affiant held the office of clerk of the police jury of said parish, and resided in said town of St. Joseph, in said parish of Tensas, during the war, and was well and intimately acquainted with the parish recorder, and knew all about the whereabouts and free access of the records. It was just as easy in 1862, and early part of 1863, to have any record made, or any reinscription of a mortgage done in Tensas Parish, La., as it is to have the same done to-day. This I know positively of my own knowledge. The recorder and myself knew just where the records were concealed (and they were not concealed until late in 1862), and we, up to, say, June, 1863, could have gone any day and recorded anything proper to be recorded, or, in case of danger, the recorder could have registered any paper to have effect from date of registry thereof.

(Signed) REEVE LEWIS.

Sworn to and subscribed before me this 23d January, A. D. 1877.

(Signed) C. C. CORDILL,
Parish Judge.

Certificate of mor'gages offered by plaintiff, January 27th, 1877.

118 THE STATE OF LOUISIANA,
Parish of Tensas:

I, Hugh Tullis, deputy recorder in and for said parish and State, duly appointed and sworn, do hereby certify that there does not exist on file or of record in my office any mortgage, lien, or incumbrances on the following described property, situate, lying, and being in said parish of Tensas, to wit, belonging to Frank Watson, lot No. seven (7), in township No. eleven (11) north, of range No. twelve east, in the district of lands subject to sale at Ouachita, La., and containing $165\frac{7}{100}$ acres, as per certificate No. 152.

In testimony whereof I have hereunto set my hand and affix the impress of my official seal this 12th Dec., A. D. 1876.

[L. S.] (Signed) HUGH TULLIS,
D'y Recorder.

Petition of appeal & order offered by p'aintiff, January 27th, 1877.

To the district judge of the 13th district court of the State of Louisiana, in and for the parish of Tensas:

The petition of Mrs. E. F. W. Bondurant, a femme sole, executrix
119 of Walter E. Bondurant and tutrix of his minor child, a resident citizen of the State of Mississippi, with due respect shews:

That at the April term, 1876, of your court for said parish, a final judgment was rendered in the suit therein then pending, styled Franke Watson vs. Mrs. Ella F. Bondurant, executrix and tutrix, and the sheriff, in favor of the plaintiff, Franke Watson, and against petitioner, the defendant therein, personally and in her representative capacity; that said final judgment was signed in open court on the 21st day of April, A. D. 1876, on the docket of said court:

Now, your petitioner avers that your said court lost jurisdiction in said cause long prior to the said April term, 1876, for the reason that

said cause had then and long before been entered in the United States circuit court for the district of Louisiana according to the act of Congress, which last court was seized of jurisdiction at the date of the rendition of said judgment; that consequently petitioner is ag'rieved by said judgment, and is desirous of appealing therefrom to the supreme court of the State of Louisiana:

Wherefore petitioner personally and in her representative capacity prays that an order of appeal be granted her from said judgment,
120 and that said appeal be made returnable into the supreme court of Louisiana sitting for this district in New Orleans on or before the second Monday in February, A. D. 1878, and that the said appellees (Franke Watson and the sheriff) be cited to appear then and there to answer said appeal, and further prays for general relief.

(Signed) S. R. & C. L. WALKER & REEVES & FARRAR,
Att'ys for Petitioner.

STATE OF LOUISIANA,
Parish of Tensas:

Thomas P. Farrar makes oath that he is one of the attorneys of the petitioner in the foregoing petition, that said petitioner and appellant is absent from the State, and that the district judge of this district is absent from this parish.

(Signed) THOMAS P. FARRAR.

Sworn and subscribed to before me 26th June, 1876.

(Signed) JOSEPH CURRY,
Deputy Clerk.

STATE OF LOUISIANA,
Parish of Tensas:

Having considered the foregoing petition and affidavit, it is ordered, adjudged and decreed that the petitioner, Mrs. Ella F. Bondurant,
121 both personally and in her representative capacity of tutrix and executrix, be allowed a devolutive appeal to the supreme court of the State of Louisiana from the final judgment rendered against her in suit numbered 2457, and styled Franke Watson vs. Mrs. Ella F. Bondurant, executrix & tutrix, and sheriff, and in favor of the plaintiff, Franke Watson; that said appeal be made returnable into said supreme court, sitting for this district in New Orleans, on or before the 2d Monday in February, A. D. 1877, and that the appellees, Franke Watson and the sheriff, be cited to appear then and there to defend said appeal, on petitioner giving bond and security according to law in the sum of one hundred dollars. The district judge being absent this order is granted by the undersigned parish judge.

Done and signed at chambers this 26th day of June, 1876.

(Signed) C. C. CORDILL,
Parish Judge.

A true copy. Attest:

[L. S.] (Signed) JOS. CURRY, *Dy Clerk.*

Hearing and submission of exceptions to answer.—Extract from minutes of January 27th, 1877.

122 FRANKE WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

The rule to dissolve the injunction and the exceptions to the defend-

ant's answer came on to be heard, and having been argued by counsel the court took time to consider.

Amendments to defendant's answer.—Filed by leave of court, March 16th, 1877.

Circuit court of the United States, district of Louisiana. In equity.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

To the honorable the judges of the circuit court of the United States for the fifth circuit court and district of Louisiana:

The amended and further answer of Mrs. Ella F. Bondurant, tutrix of the minor child, Walter E. Bondurant, &c., defendant to the bill of complaint of Franke Watson, complainant, by leave of court first sought and obtained; also answering to the amendments or amended bill filed herein 10 January, 1877.

This defendant, saving and reserving to herself now and at all
123 times hereafter all and all manner of benefit and advantage of exception which can or may be had or taken to the complainant's said bill and amended bill of complaint, &c., now comes and amends her answer herein filed 15th January, 1877, by inserting at the end of the twenty-seventh line of the first page of said answer, after the words "for answering saith," the following, viz:

Defendant says she does not know and has never been informed, save by the said complainant's said bill, whether the complainant is the bona fide owner and possessor of the following described piece, parcel and tract of land situate in the parish of Tensas in the State of Louisiana, to wit: The lot No. seven (7), in township eleven (11), of range twelve (12) east (in the district of lands north of Red River), as per certificate No. one hundred and fifty-two (152) of the register of the land office of said district, containing about one hundred and sixty-five and eleven one-hundreths acres ($165\frac{11}{100}$), and leaves the complainant to make such proof thereof as he shall be advised may be material.

And defendant says she does not know and has never been informed, save by the said complainant' said bill, whether said Franke
124 Watson acquired said land by authentic act, on the 6th February, 1875, from Augustus C. Watson, junior, alleged to have been recorded and alleged by complainant to be a title translative of property, or whether said complainant has had possession of said tract of land as alleged, and leaves the complainant to make such proof thereof as he shall be advised is material; but this defendant shows that, at the date, 6th February, 1875, at which said Franke Watson claims to have acquired said land, that the same was then the subject of notorious litigation, and suit was at that time pending therefor, and have been pending for five years previous thereto, to wit, since the 8th February, 1870, between Augustus C. Watson, senior, the father of complainant, and Dr. Walter E. Bondurant, the late husband of defendant and father of her minor child, and this defendant believes and so avers that said Franke Watson was well aware of and fully informed in regard to the said suit against his said father for said tract of land.

And this defendant, further answering, saith she has been informed and believes it to be true, that the immediate author of said complainant,

one Augustus C. Watson, senior, did acquire, subject to the mort-
125 gage and claim of Dr. Walter E. Bondurant, now deceased, the said tract of land from John Bonduvant and wife, on the 30th day of November, 1854, for $5,775, by the deed alleged to have been rendered in the recorder's office of Tensas Parish, said Bondurant's wife renouncing her rights.

And this defendant further says she does not know and has never been informed, save by the complainant's said bill, that complainant's said author, Augustus C. Watson, senior, held as alleged by complainant said property by notorious public and uninterrupted possession in good faith as owner from said 30th day of November, 1854, or whether he transferred said property, title, and possession to said Franke Watson, and his said brother, A. C. Watson, junior, and renouncing his right, title, and interest in said tract of land and others, such alleged deed alleged to have been recorded in the recorder's office of Tensas Parish in notarial record book H, pp. 36–38, 5th August, 1872, and alleged to be an authentic act, and this defendant leaves the complainant to make such proof thereof as he shall be advised is material, but this defendant has been informed and believes and so avers that the said Augus-
126 tus C. Watson, senior, has not at any time since the 18th day of April, 1870, been in uninterrupted possession of said land in good faith as owner, at which date said A. C. Watson, senior, was served with process in the suit hereinbefore referred to, of Walter E. Bondurant vs. Aug. C. Watson, No. 6078, on the docket of this honorable the circuit court of the United States.

And this defendant further says that she has never resided in said parish, and being a woman and non-resident, domiciled in a different State, and being unfamiliar with the records of said parish, and now having examined the same, the defendant does not know whether John Bondurant, the alleged vendor of Aug. C. Watson, senior, as owner of an undivided third part of said tract of land, acquired the other two-thirds from his brothers, Albert and Horace Bondurant, by acts passed and duly recorded in the recorder's office of Tensas Parish, and defendant leaves the complainant to make such proof thereof as he shall be advised is material; but defendant is informed and believes that no partition or sale or transfer from the said Albert and Horace Bondurant to said John Bondurant of said tract of land anywhere appears of record at any time prior to the date of the alleged deed of 30th Novem-
127 ber, 1854, from John Bondurant to said Augustus C. Watson.

And this defendant further says that she does not know and is not informed, save by complainant's said bill, whether said John Bondurant in good faith held said land as sole owner and possessor until the date at which it is alleged that he transferred the same to said Augustus C. Watson, senior, who is alleged to have acquired thereby the possession and ownership of said John Bondurant, and leaves the complainant to make such proof thereof as he shall be advised is material.

And defendant further answering and particularly in reference to the first stated amendment contained in the supplemental petition or amended bill of said complainant, says, that not being and never having been a resident of said parish of Tensas, and having rarely visited the same, she does not know and has never been informed save by the said complainant's said bill, whether the said tract of land, alleged to have been bought by said complainant from Augustus C. Watson, forms or has formed for more than twenty-two years any part of a plantation claimed to be owned by said complainant or in his occupation,
128 or whether any part of said tract of land is cultivated and in-

closed with the rest of complainant's lands, or forming the cultivated portion of any plantation, or whether the residue and the rest be left as woodland or furnished the ordinary supplies of wood, or be further valuable as connecting the main body of any plantation lying on Lake Bruin with the Misssisippi River, or whether it furnishes complainant with any outlet to said river, or whether said land touches or in any manner abuts upon defendant's plantation or lands, or whether the same be separated therefrom by lands owned by third parties; whether the severance of said tract of land from any plantation of *plantation of* plaintiff would or would not greatly lessen the value thereof, or damage complainant more or less than seven thousand dollars, and this defendant leaves the complainant to make such proof thereof as he shall be advised is material.

And this defendant, further answering, says she has been informed and believes it to be true that W. E. Bondurant in his lifetime estimated the value of said tract of land (lot No. seven) by itself at not less than six thousand dollars, and that the same is not worth
129 less than $5,775, the price alleged to have been paid for it in alleged good faith by Col. Augustus C. Watson to John Bondurant, in A. D. 1854, and that which Augustus C. Watson claims to have paid for the same.

And this defendant, further answering, says she does not know, and has never been informed save by the said complainant's said bill, whether the said Augustus C. Watson or complainant ever heard or knew whether any mortgage was claimed to exist against said property until W. E. Bondurant claimed to be owner, alleged to be fourteen or fifteen years after said Augustus C. Watson claimed to have bought and paid for said land, but defendant believes, and has good reason to believe, that the said Augustus C. Watson was fully informed at the date of his alleged purchase, and has always since been aware of Walter E. Bondurant's claim on said land, and that Franke Watson, complainant, was fully informed of the litigation regarding said land, which was pending in this circuit court at the time of the alleged transfer to him, and this defendant leaves the complainant to make such proof thereof as he shall be advised is material.

130 And this defendant, further answering, admits that Andrew J. Bryant, sheriff of Tensas Parish, acting under a writ of alias fieri facias, issued at the instance of this defendant, did, on or about the 17th day of June, 1875, seized the said tract of land, which seizure defendant avers was legal and in pursuance of her legal rights and of those of her minor child.

And defendant, further answering, says she has been informed, and believes it to be true, that the said tract of land is well worth the sum of thirty-six hundred dollars at a forced sale for cash, separate from a plantation, and five thousand seven hundred and seventy five at a private sale made on the usual terms of cash and credit.

And defendant, further answering, says that though she has been informed, and believes it to be true, that the sheriff's deed to Albert, John and Horace Bondurant, of the 4th day of December, 1852, was not reinscribed until the 8th day of September, 1865; that notwithstanding, nevertheless, no original inscription or reinscription is nor was under the laws of Louisiana at all necessary, and that the claim and mortgage or privilege of Walter E. Bondurant did not cease to have force and effect as a mortgage or privilege upon said tract of land.

131 And this defendant further says she does not know and has never been informed, save by the complainant's said bill, whether

at the date of the institution of said suit No. 1242 against Albert Bondurant and others (30th January, 1866), whether the said Augustus C. Watson, senior, was in public possession of said property as owner, or whether he has so been for many years previously, or whether he was or was not made a party, or whether it was necessary or not to have given him demands or notices as third possessor, or whether such were given, or whether said proceedings were via ordinaria, nor whether there were any rights in said judgment reserved against said property, or whether said Walter E. Bondurant, now deceased, took in said action any simple judgment against them, recognizing the mortgage as on their property, and whether any other claims or demands were thereby relinquished or not, or merged in such judgment, or whether said judgment was or was not void as against said A. C. Watson, senior, and said complainant as third parties, because on the face of the papers it is alleged that it appeared that the consideration for a large part thereof was for slaves, and this defendant leaves the complainant to make such
132 proof as he shall be advised is material.

And this defendant further answering denies that said complainant has been damaged in the sum of two thousand dollars, and denies that complainant has been damaged in any amount, sum or extent whatever by said seizure.

And, further answering, defendant admits that she always alleged and claims that she, this defendant, has a right to sell said tract of land (No. 7) notwithstanding the pretence and claim of complainant that the legal title is vested in him under an alleged deed from Augustus C. Watson, partly because said Albert, John, and Horace Bondurant bought said land in the year 1852, subject to the claim and interest of Walter E. Bondurant, with other lands at the probate sale of the succession of Daniel M. Bondurant, and claims that the deed to them, said Albert, John, and Horace Bondurant contains the non-alienation clause, and therefore it was not necessary to inscribe it nor to reinscribe the said claim or mortgage to preserve its validity, and defendant further admits that she alleges and avers that Walter E. Bondurant was a minor under the age of twenty-one years, and that minors' mortgages are not required by law to be reinscribed nor until the 1st
133 of January, 1870, even inscribed at all.

And defendant further admits that she alleges and has averred that had said inscription or reinscription been at all necessary, which it was not, that said Walter E. Bondurant was prevented by the late civil war from reinscribing said mortgage until 8th September, 1865, and that the period of the war is to be deducted from the ten years, and that there was vis major to prevent a reinscription of the claim or mortgage, and that the said A. C. Watson and Walter E. Bondurant were both in the service in the Confederate army during the late civil war, but that the confused condition incident to the war, the removal of the records to another parish or State, and the suspension of judicial process and proceedings, prevented suits against each other, or perfecting notarial acts or making any registry or doing any other acts necessary to protect their rights, had any such been at all necessary in the premises.

And this defendant further answering says that the allegation of complainant, "that no certificate of mortgages from the mortgage records will show any mortgage existing on said property in plaintiff's possession," is untrue, and this defendant avers the contrary to be the
134 fact and truth, and defendant avers moreover, that the document purporting to be a proper certificate of mortgage, dated 12th De-

cember, 1876, and offered 27th January, 1877, for filing, but not yet allowed by the court, is not a certificate applicable or proper in these premises, but is partial and was procured ex-parte, and is merely a certificate to the effect that Franke Watson has not in the period from 6th February, 1875, up to 12th December, 1876, mortgaged said property, and that the same has been here offered for an erroneous inference and is calculated to mislead the court.

And this defendant further amends her said answer by striking out and withdrawing after the words "complaint demanded," in the conclusion of the said answer, in the twentieth line of the ninth page thereof, all the remaining words in said twentieth line, and striking out all contained on the remainder of said ninth page and all in the fifteen first lines on the tenth page, and on the 16th line of the 10th page down to and including the words "and all costs," and to further amend by substituting for and in lieu of the matter contained in the said 28 lines so stricken out, and inserting between the words "costs" and the words "and for" on said 16th line of the 10th page the following words, viz:

135 "And this defendant prays the same advantage of her aforesaid answer as if she had pleaded or demurred to the said bill of complaint, and this defendant prays leave to be dismissed with her reasonable costs and charges in this behalf most wrongfully sustained."

(Signed) MRS. ELLA F. BONDURANT, *D'f't*,
By C. L. WALKER,

(Signed) SAM'L R. & L. C. WALKER,
Solicitors and of Counsel for Defendant.

Extract from chancery order-book, March 16th, 1877.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

The defendant, Mrs. Ella F. Bondurant, tutrix, &c., defendant, with the leave of the court first sought and obtained, has this day, by her solicitors, Sam'l R. & C. L. Walker, filed her amendments to her answer filed 15th January, 1877, in this cause.

Rule to dissolve injunction.—Entered and filed March 20th, 1877.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

136 On motion of Sam'l R. & C. L. Walker, solicitors for defendant, and on showing to the court that the defendant has duly filed, on the 17th March, her amended answer to the bill and amended bill of complaint, and to the exceptions of complainant, fully responding to all the same, it is ordered that the complainant, Franke Watson, through his solicitors, Messrs. Merrick, Race and Foster, show cause on the 24th day of March, 1877, at 11 a. m., why the injunction herein should not be dissolved.

Marshal's return.

Received, March 21, 1877, by the U. S. marshal, and on same day,

month, and year, served a copy of within rule on Merrick, Race & Foster, named herein, by handing the same to Geo. W. Race.

New Orleans, March 20, 1877.

(Signed) S. W. REED,
D'y U. S. Marshal.

Objections to documents offered by complainant.—Filed April 7th, 1877.

U. S. circuit court.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

Defendant's objections to documents offered for filing by complainant.

137 And now comes defendant and objects to—

1. The affidavit of A. C. Watson, junior, brother to the plaintiff, and to the affidavit purporting to have been sworn to before C. C. Cordill, parish judge, 22 January, 1877, on the ground that the same is ex parte and without notice to defendant, and because the same is inadmissible as parol testimony to prove title to real estate, and that the same is not properly authenticated.

2. And further objects to what purports to be a certificate of mortgages, dated 12th December, 1876, signed by Hugh Tullis, as deputy recorder, as being informal, insufficient, and being contradicted by the certification on file herein; that the same is dated long after the alleged purchase of Franke Watson, and is further irrelevant, and goes only to show whether or not encumber by or in the name of Franke Watson, and has no relation to prior incumbrances.

3. Defendant further objects to the copy of citation of appeal, and copy of petition of appeal in the suit No. 2457, 13th judicial district court, as irrelevant, and as being merely the evidence of the illegal acts of the plaintiff in disregard of the process of this court in prosecuting the same in the State court ex parte after its removal to this court.

138 4. And defendant further objects to the affidavit of Reeve Lewis as taken ex parte, without notice to this defendant, and as being inadmissible to prove title to real property by parol evidence, and as contrary to the thing adjudged in the case of Watson vs. Bondurant, p. 122 of 21 Wallace.

Respectfully submitted.

(Signed) SAM'L R. & C. L. WALKER,
Solicitors for Complainant.

Submission of rule to dissolve injunction.—Extract from minutes of April 7th, 1877.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

The rule to dissolve the injunction came on to be heard, and having been argued by Merrick, Race and Foster, for complainant, and Samuel R. & C. L. Walker, for defendant, the court took time to consider.

Replication to answer of defendant as amended.—Filed May 7th, 1877.

Circuit court of U. S. In chancery.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

139 The replication of Franke Watson, complainant, to the answer as amended of said defendant, Mrs. Ella F. Bondurant, tutrix and executrix, &c.

This complainant, protesting that he does hereby waived his objections to the jurisdiction of this honorable court, but only in compliance with its rulings, and to save himself from detriment, saving and reserving unto himself all and all manner of advantage of exceptions to the manifold insufficiencies of the said answer as amended, for replication to said answer as amended, saith that he will aver and prove his said petition, filed in the State court, as amended to be true, certain, and sufficient in law to be answered unto, and that said answer of said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant, without this that any other matter or thing whatsoever in the said answer contained material or effectual in law to be replied unto, confessed and avoided traversed and denied, is true. All which matters and things this repliant is and will be ready to aver and prove, as this honorable court shall direct, and humbly prays as on and by his said bill he hath already prayed.

(Signed) By MERRICK, RACE & FOSTER,
Sol's for Plaintiff.

140 *Extract from chancery-order book.—May rules*, 1877.—*Monday 7th.*

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

The defendant is notified that plaintiff has this day filed his replication to defendant's answer as amended.

Notice to cross interrogatories.—Issued July 12th, 1877.

United States circuit court, district of Louisiana.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, EX'X, &C. } No. 7560.

To SAM'L R. & C. L. WALKER, Esqrs.,
Attorneys for Defendant:

Take notice that the plaintiff has this day filed interrogatories to witnesses, copy whereof accompanies this notice, and that you may, if you think proper, put such cross-interrogatories as are requisite and fit, and file the same in this court within ten days from the service hereof.

Clerk's office, New Orleans, July 12th, 1877.

[L. S.] (Signed) F. B. VINOT, *D'y Clerk.*

141 *Marshal's return of service.*

Received July 13, 1877, by the U. S. Marshal, and on the 14th day of July, 1877, served a true copy of the within notice, accompanied by a copy of interrogatories, on Sam'l R. & C. L. Walker by handing the same to Sam'l R. Walker in the city of New Orleans.

(Signed) W. G. ELLIOTT,
Dep. Marshal.

Memo.

The interrogatories filed July 12, 1877, referred to in foregoing notice to cross, &c., are transcribed at p. 266 of this transcript.

Defendant's protest against issuance of commission.—Filed July 17th, 1877.

U. S. cir. court.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

And now comes the defendant by her counsel, S. R. & C. L. Walker, and files this protest against the issuance of a commission upon the interrogatories in this case filed on the part of plaintiff, and to the introduction of any further testimony on the part of said plaintiff *on* the same is inadmissible, as coming after the case has been fully ar-
142 gued, and a motion to dissolve permitted by the court, and which was fully argued, and is now in the hand of court for final decision.

Petition and order appt'g examiner.—Filed July 20, 1877.

Circuit court of the United States, district of Louisiana.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, EX'X & TUTRIX. } No. 7560.

To the judges of the circuit court of United States for the district of La.:

The petition of Franke Watson represents that the above-entitled cause is at issue; that no examiners have been appointed to take testimony; that testimony must be taken in the parish of Tensas and in New Orleans. Wherefore he prays that a commissioner and examiner be appointed in said parishes, and for general relief.

(Signed) By MERRICK, RACE & FOSTER,
For Complainant.

The foregoing petition being considered, it is ordered that F. A. Woolfley or J. W. Gurley, esq., be appointed master and an examiner in the above-entitled cause.

July 16, 1877.

(Signed) EDWARD C. BILLINGS,
Judge.

143 *Process-verbal of master & examiner.—Filed July 23d, 1877.*

In the circuit court of the United States for the district of Louisiana.

FRANK WATSON
vs. } No. 7560.
MRS. E. F. BONDURANT, TUTRIX, &C.

Before F. A. Woolfley, master and examiner, appointed in said cause.

NEW ORLEANS, *Monday, July 23d*, 1877—11 a. m.

This day having been fixed for the taking of testimony at the instance of the plaintiff's attorney, and due notice having been given by service on Messrs. Samuel R. & C. L. Walker, solicitors for defendant, as appears by Exhibit A hereto annexed.

Present, E. T. Merrick, for complainant; S. R. Walker, for defendant.

And thereupon the said S. R. Walker produced the annexed telegram marked B, in obedience to which I declined to proceed with the taking of the testimony in this cause, and refused to issue a commission to take testimony in the parish of Tensas, under the interrogatories filed by the plaintiff's counsel on the 12th instant, which I announced to said plaintiff's counsel, who said he desired a process-verbal of the
144 facts so that no advantage should be taken of his client in his absence in vacation.

July 20, 1877.
(Signed) F. A. WOOLFLEY,
Master & Examiner.

Exhibit A referred to in foregoing proces-verbal.

United States circuit court, district of Louisiana.

FRANK WATSON
vs. } No. 7560.
MRS. ELLA F. BONDURANT, TUTRIX, &C.

To SAM'L R. & C. L. WALKER, esq'rs:

You are hereby notified that testimony will be taken in the above entitled cause on Monday, the 23d day of July, 1877, at the clerk's office of this court at 11 o'clock a. m., on behalf of plaintiff.

New Orleans, July 19th, 1877.
[L. S.] (Signed) F. A. WOOLFLEY, *Clerk.*

Marshal's return.

Received July 20th, 1877, by the U. S. marshal, and on the 20th day of July, 1877, served a true copy of within on Sam'l R. & C. L. Walker by handing the same to Sam'l R. Walker in this city of New Orleans.

(Signed) W. G. ELLIOTT,
Dep. Marshal.

145 *Exhibit B referred to in foregoing proces-verbal.*

Dated New Haven, Conn., 22d, 1877. Received at 10.20 a. m., June 22.

To SAM'L R. & C. L. WALKER,
Counsellors at law, N. O. L.:

Watson against Bondurant. Suspension of reference mailed to-morrow. Show master.

EDWARD C. BILLINGS.

Order suspending taking of testimony.—Filed July 30th, 1877.

Circuit court of the United States for the fifth judicial circuit, and district of Louisiana.

WATSON *vs.* BONDURANT. } No. 7560.

Let the order herein granted referring this cause to a master or examiner to take the testimony be suspended till the further order of the court.

July 23d, 1877.

(Signed) EDWARD C. BILLINGS, *Judge.*

Order: preliminary injunction dissolved.—Entered & filed Nov'r 13th, 1877.

November term, 1877.

NEW ORLEANS, *Tuesday, November 13th*, 1877.

The court met pursuant to adjournment. Present, Hon. E. C. Billings, district judge.

FRANK WATSON *vs.* MRS. ELLA F. BONDURANT, EX'X, &C. } No. 7560.

146 This cause came on to be heard on the motion to dissolve the preliminary injunction after answer filed, and on consideration thereof, it is ordered by the court that the preliminary injunction in this case be dissolved; and it is further ordered that the parties have until the first rule day in February in which to take testimony.

Supplemental bill.—Filed November 15th, 1877.

FRANK WATSON *vs.* MRS. ELLA FELIX BONDURANT. } No. 7560.

Circuit court of the United States, district of Louisiana.

To the judges of the circuit court of the United States for the district of Louisiana:

Frank Watson, of the parish of Tensas, and a citizen of the State of Louisiana, comes (under the protestation hereinafter mentioned) and exhibits this his supplemental bill of complaint against Mrs. Ella Felix Bondurant, executrix and tutrix of the minor child of Walter E. Bondurant, deceased, said executrix residing in the city of New Orleans, and parish of Orleans, in the State of Louisiana, and thereupon

147 he complains and shows that on or about the 28th day of June, 1875, he filed his petition in the district court of the State of Louisiana for the thirteenth district, and parish of Tensas, in said State, wherein he prayed the said State court for an injunction to restrain and enjoin Andrew J. Bryant, the sheriff of the said parish of Tensas, and the said Mrs. Bondurant, tutrix and executrix, from selling

under an execution of said State district court upon a judgment rendered by the same court in favor of Walter E. Bondurant vs. John Bondurant and others, the tract of 165 acres and 7-100ths of an acre, situate in the said parish of Tensas, being more fully and at large described in said petition, being lot No. 7, in township 11, range No. 12, of lands subject to sale in the Ouachita land district, Louisiana.

Your orator further shows that after the said sheriff of said parish of Tensas, and the said Mrs. Bondurant, tutrix and executrix, had been served with the process of injunction in said State court, the said Mrs. Bondurant applied on or about the 13th day of October, 1875, to the said State court to remove the said injunction suit into your honorable court, and after a hearing upon said application, the same was refused by the said State court, but nevertheless, against the strenuous
148 opposition of your orator, as shown by the record, your hon. court took cognizance of the cause on papers procured by Mrs. Bondurant from the clerk of that court, leaving the order of the said State court unreversed, and the said State court conceiving itself seized of the full jurisdiction over said case, proceeded to try said case, and on the 18th day of April, 1876, rendered a judgment against said sheriff and said Mrs. Ella Felix Bondurant, tutrix and executrix, and, besides decreeing damages, in effect perpetually enjoined them from selling the said described tract of land, known as lot No. 7, in township 11, range No. 12 east, in said parish of Tensas aforesaid, held by your orator.

Your orator further shows that on or about the twelfth or thirteenth day of November instant, an interlocutory order was rendered by your hon. court, dissolving the preliminary injunction issued by said State court, and giving until the first Monday of February, 1878, to the parties in this case to take testimony in your hon. court.

Your orator further shows that the pretended mortgage of date December the fourth, 1852, recorded on the sixth day of December, 1852, and reinscribed on the eighth day of September, 1865, was
149 again suffered to pass for more than ten years from September the eighth, 1865, without any further reinscription, and the same, so far as said lot is concerned, was erased by the proper authority from the mortgage record of said parish of Tensas, on or about the third day of January, 1877, and the same, having long ceased to exist as a mortgage, no longer appears upon the mortgage records.

Your orator further shows that said Ella Felix Bondurant, desiring to cause the same to be revised by a superior tribunal, and thereby to reverse the said decree of the said State court, on or about the 27th day of June, A. D. 1876, applied to the said State district court by a petition to that court, for an appeal from the said decree of said State district court to the supreme court of the State of Louisiana, and gave an appeal bond conditioned to prosecute her said appeal to effect, and caused a citation of appeal to be served on the fourth day of January, 1877, upon your orator, and filed a transcript of appeal in the said supreme court of Louisiana, and thereupon such proceedings were had at the instance of the said Mrs. Ella F. Bondurant, tutrix and executrix, that said decree of said State district court was modified in her favor, so far as to relieve her from the damages, but still affirming and
150 leaving the decree of the lower court in full force, so far as it perpetuated the injunction and restrained the said sheriff and said Mrs. Bondurant, tutrix and executrix, from selling the said described property in your orator's possession, and claimed by him in said suit. Said decree of said supreme court of Louisiana is in substance as follows, viz: "It is therefore ordered, adjudged and decreed that the

judgment of the court below be amended so as to disallow the damages awarded to the plaintiff, and to that extent that said judgment be avoided and reversed, and in all other respects that the said judgment be and is hereby affirmed, the plaintiff and appellee to pay the costs of this appeal, defendant and appellant paying costs of the court below." All of which will more fully appear by reference to exhibits "X" and "Y," being a transcript of said suit, and the decree of said supreme court.

Your orator further shows that the said judgment of the supreme court of Louisiana is unreversed, and has the force of the thing adjudged, by virtue of the Constitution and laws of the United States and the State of Louisiana, and is binding upon the parties to this suit, and the matters therein litigated at the instance of the said Mrs. Ella Felix Bondurant, tutrix and executrix, and determined by said
151 supreme court of La., cannot again be brought in question or litigated so long as said judgment of said supreme court remains in force, and the same is a full and complete bar to any and all attempts of the said defendant herein to try the same question a second time, or to any attempt to sell the said described property of your orator.

Your orator further shows by way of a protestation, that by filing this supplemental bill he does not waive his objections to the jurisdiction of this hon. court over the case, but seeks to make his objection to the said jurisdiction over the more effective, and to prevent any damage to himself from want of setting up said judgment of said supreme court of the State of Louisiana, in order to give your honorable court cognizance of the same.

And your orator had well hoped that after the said Mrs. Ella F. Bondurant, tutrix and executrix, had herself appealed to said supreme court of the State of Louisiana, and had put your orator to great expense in defending himself before that tribunal, and had caused the said judgment of said State district court to be reversed by said supreme court in part, and had caused your orator to be condemned to pay the costs of the appeal taken by her, she would have yielded obedience to the decree so procured by herself, but now so it is
152 that the said Ella F. Bondurant, tutrix and executrix, without taking any writ of error therefrom, utterly disregards said decree of said supreme court of the State of Louisiana, and seeks to litigate the same issues and questions therein made and decided, a second time before this honorable court; all which actions and doings and pretenses are contrary to equity and ten' to the manifest wrong and injury of your orator in the premises.

To the end, therefore, that said defendant may, if she can, show why your orator should not have the relief hereby prayed, and may without oath, which is hereby waived, to the best and utmost of her knowledge, information, and belief a full, true, direct, and perfect answer make to the premises, and that the said decree of the said supreme court of the State of Louisiana operating as an injunction against the said defendant and said sheriff may be decreed, adjudged, and held to be res judicata, binding, and conclusive upon the parties to this suit, and a bar to all proceedings tending in any manner to vacate or impair the injunction recognized, confirmed, and affirmed by said supreme court of the State of Louisiana, and that said interlocutory order of this court dissolving said injunction, and all other adverse orders, be set aside,
153 and that this cause be dismissed from the jurisdiction of your honorable court and remitted to the action of said State court, with costs, and that your orator may have all such further and other

relief in the premises as the nature of his case shall require, and to your honors shall seem meet.

May it please your honors to grant unto your orator the most gracious writ of subpœna of the United States, to be directed to the said Ella Felix Bondurant, tutrix of the minor, and executrix of the will of Walter E. Bondurant, dec'd, commanding her at a day certain, and under a pain therein to be specified, personally to be and appear before your honors in court, and there to answer all and singular the premises, and stand to perform and abide such order and decree therein as to your honors shall seem meet.

(Signed) By MERRICK, RACE & FOSTER,
Solicitors for Frank Watson.

Order.

Let this supplemental bill be filed.
Nov'ber 15th, 1877.
(Signed) EDWARD C. BILLINGS, *Judge.*

154 *Exhibit X.—Filed with supplemental bill November 15th, 1877.*

(From page 35 to page 39 of Exhibit X.)

Commission.

THE STATE OF LOUISIANA:

Parish court, parish of Tensas.

Succession of Walter E. Bondurant, dec'd.

To the recorder or any duly qualified notary public in and for the parish of Tensas, greeting:

You are hereby commanded to take an inventory and cause an appraisement to be made of all and singular the property, real and personal, and rights and credits of Walter E. Bondurant, dec'd, as pointed out and shewn to you in this parish, with the assistance of good and true appraisers, and make due return to this court according to law.

Given under my hand and the seal of the court this 20th day of June, A. D. 1874.

[L. S.] CHAS. E. STEELE, *Clerk.*

THE STATE OF LOUISIANA:

Parish of Tensas, parish court.

Succession of Walter E. Bondurant, deceased.

155 Be it known and remembered that by virtue and in pursuance of an order and commission from the hon. parish court in and for the parish of Tensas, State of Louisiana, of date the 23d June, A. D. 1874, and to me directed, I, Solomon Shaefer, recorder and ex-officio a notary public in and for said parish and State, duly commissioned and qualified, proceeded to the Pleasant View plantation, in this parish, and then and there proceeded to make an inventory and cause an appraisement to be made of all the property, rights, and credits be-

longing to the succession of Walter E. Bondurant, deceased, that are situated in this parish, and having appointed T. C. Sache and John Bondurant as appraisers to appraise said property, I administered to them the following oath, to wit:

You, T. C. Sachse and John Bondurant, and each of you, do solemnly swear that you will faithfully and impartially appraise and set a true and correct value upon all the property, rights, and credits belonging to the succession of Walter E. Bondurant, deceased, that is situated in this parish, and that this day may be pointed out to you, to the best of your knowledge and understanding. So help you God.

T. C. SACHSE.
JOHN BONDURANT.

Sworn to and subscribed before me 23d day of June, 1874.

156 S. SHAEFER, *Recorder.*

And having sworn to and subscribed said oath, the said appraiser proceeded to appraise said property as follows, to wit:

Fourteen hundred (1,400) acres of land, more or less, of the Pleasant View plantation in this parish, as described in deed from Mary A. Bondurant to Walter E. Bondurant, recorded in notarial record F, page 603, in this office, appraised at		$24,000 00
10 turning plans, app'd at		50 00
10 king " " "		60 00
20 pro trace chain " "		10 00
10 double trees " "		25 00
20 single " " "		20 00
20 collars " "		15 00
20 bridles " "		15 00
20 harnes' " "		15 00
2 carts " "		30 00
5 wagons " "		300 00
10 axes " "		10 00
30 hoes " "		22 00
5 harrows " "		10 00
20 mules " "		2,000 00
2 horses " "		125 00
20 plow lines " "		7 50
4 bands gum belting, app'd at		75 00
1 grist mill " "		100 00
1 mattrass " "		5 00
6 spades " "		5 00
1 bedstead " "		3 50
157 Interest in growing crop, app'd at		3,000 00
Sundry accounts due on plantation		150 00
		$30,062 00

And after having appraised and finding the same amount to the sum of thirty thousand and sixty-two dollars, and there being nothing more belonging to said succession to be appraised, I close this inventory and make this my process verbal of the same, and I have caused the appraisers to sign the same in the presence of Reeve Lewis, esq., and Wm. Curry, competent witnesses, of lawful age and domiciliated in said par-

ish and State, who have signed this proces' verbal with said appraisers and me, recorder, this 23d day of June, A. D. eighteen hundred and seventy-four.

T. C. SACHSE.
JOHN BONDURANT.

Attest:
REEVE LEWIS.
WM. CURRY.

S. SHAEFER, *Recorder.*

Filed June 25, 1874.

CHAS. E. STEELE, *Clerk.*

(From page 40 to 69 of Exhibit X.)

Petition.

To the honorable the judge of the thirteenth judicial district court of the State of Louisiana, holding sessions in and for the parish of Tensas:

158 The petition of Walter Ernest Bondurant, who resides in the city of Natchez, in the State of Mississippi, with due respect shows: That Albert Bondurant, John Bondurant, and Horace Bondurant, who reside in the parish of Tensas, in the State of Louisiana, are jointly and truly indebted, jointly and severally and in solido, to your petitioner in the just and full sum of thirty-seven thousand one hundred and eighteen dollars and fifty cents, with interest thereon, at the rate of seven per cent. per annum, from the 4th day of December, A. D. 1852, till paid; for this that heretofore, to wit, on the said 4th day of December, A. D. 1852, the following described property held and jointly owned by your petitioner and the said Albert, John, and Horace Bondurant, to wit, the "Pleasant View" Plantation, situated on the Mississippi River, in Tensas Parish, about five miles from St. Joseph, together with all the slaves, mules, horses, mares, cattle, oxen, ploughs, carpenter's tools, blacksmith's tools, weeding hoes, axes, farming utensils, hogs, and corn and cotton hanging by the roots, was sold by George W. Williams, sheriff of said parish of Tensas, in virtue of a decree rendered by your honorable court on the 12th day of October, A. D. 1852, and in

159 pursuance of an order of sale emanating from said decree for the price and sum of one hundred and forty-eight thousand four hundred and seventy-four dollars; that the said Albert Bondurant, John Bondurant, and Horace Bondurant became the purchasers of said property at said sale; that by reason of the said purchasers being the owners of three-fourths thereof, the price to that extent was extinguished pro tanto, leaving the one-fourth part of the price thereof, to wit, thirty-seven thousand one hundred and eighteen dollars and fifty cents, with interest thereon at the rate of seven per cent. per annum from the 4th day of December, A. D. 1852, till paid, due to your petitioner as aforesaid; all of which will more accurately and fully appear by reference to a certified copy of said act of sheriff's sale, hereto annexed and made part hereof; that in order the more fully and completely to secure the punctual and faithful payment of the aforesaid sum, the said Albert Bondurant, John Bondurant and Horace Bondurant joined the said George W. Williams, sheriff, in executing before Robert Y. Skiner, recorder, on the said 4th day of December, A. D. 1852, an authentic

160 act of mortgage, whereby and wherein each and all of said pur-

chasers did specially mortgage and hypothecate unto and in favor of the said "Walter Ernest Bondurant," through his legal representative, "James W. Davenport," undertutor, and acting for and in his behalf, all of the aforesaid "Pleasant View" Plantation, and all the property as set forth in the act of sale made by said sheriff; that a duly certified copy of said authentic act of mortgage is hereto annexed and made a part of this petition.

That on the 5th day of March, A. D., 1862, your petitioner arrived at the age of majority, and claims the right to administer his own affairs.

The premises considered, your petitioner prays that the said Albert Bondurant, John Bondurant, and Horace Bondurant be duly cited to appear and answer this petition; and after all due and legal proceedings had, that the said Albert Bondurant, John Bondurant, and Horace Bondurant be condemned, jointly, severally, and in solido, to pay to your petitioner the said sum of thirty-seven thousand one hundred and eighteen dollars and fifty cents, with interest thereon at the rate of seven per cent. per annum, from the 4th day of December, A. D.,
161 1852, until paid, and that the mortgage herein be rendered executory, and the property therein described, to wit: "Pleasant View" Plantation, being a certain tract of land situated on the Mississippi River opposite Bruinsburg, and being the same conveyed to D. M. Bondurant by Dunlap & Green, containing six hundred and seventy-three (673) acres; also a certain tract adjoining the above mentioned tract in the upper side, fronting on the Mississippi River, being the same conveyed to the said D. M. Bondurant by the heirs of Nailor, containing two hundred and seven (207) acres; also lot No. 960, of section 39, of township 12, of range 13 east, containing one hundred and forty-eight $\frac{67}{100}$ acres; also No. 122, lot No. 6, of section , of township 11, range 13 east, containing one hundred and ten $\frac{10}{100}$ acres; also No. 15, tract $\frac{1}{4}$, No. 1, 2, & 4, of section No. 2, of township No. 11, range 12 east, containing three hundred and eleven $\frac{18}{100}$ acres; also No. 152, lot No. 7, section , township No. 11, range 12 east, containing one hundred and sixty $\frac{11}{100}$ acres; also lot 27, No. 166, of section , township No. 12, range No. 13 east, containing one hundredand sixty-four $\frac{28}{100}$ acres; also lot
162 No. 47, or fractional section No. 38, township No. 12, of range No. 13 east, containing one hundred and sixty $\frac{68}{100}$ acres, be the same more or less, and containing in all twenty-two hundred and thirty-nine acres; also 47 mules, 6 horses and mares, 15 yoke oxen, 55 head of stock cattle, 30 ploughs, one set of blacksmith tools, 60 weeding hoes, 20 axes, and all the farming utensils upon or belonging to said plantation; also all the cotton and corn hanging by the roots, eighty head hogs, and all other stock belonging or appertaining to said plantation, be seized and sold to pay and satisfy said sum of thirty-seven thousand one hundred and eighteen dollars and fifty cents, with interest thereon, at the rate of seven per cent. per annum, from the 4th day of December, A. D. 1852, until paid, and for all costs and for general relief in the premises, &c.

L. V. REEVES & A. N. OGDEN,
Att'ys for Petitioner.

(Endorsed:) Thirteenth district, parish of Tensas, No. 1242. Walter E. Bondurant vs. Albert Bondurant et al. Recorded June 22d, 1868, book E, p. 144—145. Filed, January 30, 1866, Frank M. Baker, clerk.

Revenue stamps to the amount of fifty cents attached to petition and cancelled Jan'y 30, 1866. F. M. B., cl'k.

163 *Citation.*

THE STATE OF LA.,
Parish of Tensas:

WALTER ERNEST BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242.

13th dist. court.

To Horace Bondurant, a resident of the parish and State aforesaid:

You are hereby cited to comply with the demand contained in plaintiff's petition, a certified copy of which accompanies this citation; or to file your answer, in writing, to the same, in the office of the clerk of said court at the town of St. Joseph, within ten days of service hereof.

Witness the Hon. E. D. Farrar, judge of said court, and the seal thereof, this 31st day of January, A. D. 1866.

[L. S.] FRANK M. BAKER, *Clerk.*

(Endorsed:) 1242, Walter Ernest Bondurant vs. Albert Bondurant et al., original. Filed March 8th, 1866. Frank M. Baker, clerk.

Sheriff's ret.

Rec'd the 31st of January, A. D. 1866, and on the 1st day of March, A. D. 1866, I served a true copy of the within citation, together with certified copy of plaintiff's petition, on Horace Bondurant, in person and in this parish.

G. W. WILLIAMS, *Sh'ff.*

Citation.

THE STATE OF LA.,
Parish of Tensas:

13th dist. court.

164 WALTER E. BONDURANT
vs.
ALBERT BONDURANT ET AL. } 1242.

To John Bondurant, a resident of the parish and State aforesaid:

You are hereby cited to comply with the demand contained in plaintiff's petition, a certified copy of which accompanies this citation; or to file your answer, in writing, to the same in the office of the clerk of said court, at the town of St. Joseph, within ten days after service hereof.

Witness the Hon. Edgar D. Farrar, judge of said court, and the seal thereof, this 31st day of January, A. D. 1866.

[L. S.] FRANK M. BAKER, *Cl'k.*

Sheriff's ret.

Rec'd the 2d of February, A. D. 1866, and on the same day, month, and year served a true copy of the within citation, together with certified copy of plaintiff's petition, on John Bondurant, in person and in this parish.

G. W. WILLIAMS, *Sh'ff.*

(Endorsed:) 1242. Walter Ernest Bondurant vs. Albert Bondurant et al. Original. Filed March 8th, 1866. Frank M. Baker, clerk.

Citation.

THE STATE LA.,
Parish of Tensas:

13th dist. court.

WALTER ERNEST BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242.

165 To Abert Bondurant, a resident of the parish and State aforesaid.

You are hereby cited to comply with the demand contained in plaintiff's petition, a certified copy of which accompanies this citation; or to file your answer, in writing, to the same, in the office of the clerk of said court, at the town of St. Joseph, within ten days after service hereof.

Witness the Hon. Edgar D. Farrar, judge of said court, and the seal thereof, this 31st day of January, A. D. 1866.

[L. S.] FRANK M. BAKER, *Clerk.*

Sheriff's return.

Rec'd the 31st of January, A. D. 1866, and served the same February the 26th, A. D. 1866, by handing a true copy of the within citation, together with a certified copy of the plaintiff's petition, on A. Bondurant, in person and in this parish.

G. W. WILLIAMS, *Sh'ff.*

(Endorsed:) 1242. Walter Ernest Bondurant vs. Albert Bondurant et al. Original. Filed March 8th, 1866. Frank M. Baker, clerk.

Exceptions.

13th dist. court, Tensas Parish, La., Nov. term, 1866.

WALTER E. BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242.

166 The defendants in the above styled suit, now appearing for this purpose only, plead by way of dilatory exception founded in law, that they nor either of them have ever been served with a copy of plaintiff's petition or duly and legally notified of plaintiff's demand.

Wherefore they pray to be hence dismissed, and not held to answer until duly cited and notified according to law, and they further pray for general relief in the premises.

THOS. P. FARRAR, ET ALS.,
Att'ys for Defendants.

(Endorsed:) 1242. Walter E. Bondurant vs. A. Bondurant et als. Exceptions. Filed November 13th, 1866. Frank M. Baker, clerk.

Motion and affidavit for continuance.

13th district court, Tensas.

WALTER E. BONDURANT
vs.
ALBERT BONDURANT ET ALS. } No. 1242.

The defendants in the above cause come and move the court for a continuance thereof until the next term of this honorable court.

They further show, as cause for said order of continuance, that they have, as they believe, a good and valid defence against the plaintiff's demand. That there have been large and numerous payments made by them, as set forth in their answer.

167 They further aver that the plaintiff in this cause, as the heir and representative of his dec'd father, Wm. Bondurant, is bound to return and collate to the succession of Dan'l M. and E. P. Bondurant, dec'd, large sums of money, as stated in the answer of these defendants, and these defendants are advised by their counsel that they have the right to compensate the amount due them by collation, as aforesaid, against plaintiff's demands in this cause. That they will be able to prove that the sums aforesaid were received by Wm. Bondurant, dec'd, as stated in their answer, and that it will be necessary to grant them a continuance of this cause to *u*nable them to obtain said proof. They aver that due dil*l*igence has been used to obtain said property, and that this application is not made for delay but to obtain justice.

T. P. FARRAR,
MAYO & SPENCER & LEWIS & DRAKE,
Attorneys.

STATE OF LOUISIANA,
Parish of Tensas:

Albert Bondurant, one of the defendants in the above named cause, being sworn, deposes that the facts stated and allegations made in the foregoing application for continuance are true.

ALBERT BONDURANT.

168 Sworn to and subscribed before me this 15th day of November, 1866.

FRANK M. BAKER, *Clerk.*

(Endorsed:) W. E. Bondurant vs., No. 1242, A. Bondurant et als. Motion & affidavit for continuance. Filed Nov'r 16, 1866. J. M. Dieffenweirth, d'y clerk.

Answer.

13th district court, parish of Tensas, La.

WALTER BONDURANT
vs.
ALBERT, JOHN, & HORACE BONDURANT. }

Albert Bondurant, John Bondurant, and Horace Bondurant, made defendants in the above-styled suit, appear by their undersigned counsel, and for answer to plaintiff's petition deny each and every allega-

tion therein contained except such as may be hereinafter admitted. Defendants admit the execution of the mortgage sued on, but aver that they have paid at various times, from 1854 to 1862, on said mortgage the sum of nearly thirty thousand dollars.

Further answering, they aver that William Bondurant, by representation of whom plaintiff holds and claims the mortgage sued on, received in advance of his interest in the succession of Daniel M. and E. P. Bondurant, advantages and sums of money amounting to twenty-
169 five thousand eight hundred and fifty dollars ($25,850), as shown by the annexed statement marked A, which sum the plaintiff in this cause, as the heir and representative of the said Wm. Bondurant, is bound to return and collate to the succession of said common ancestor's, D. M. & E. P. Bondurant, and your respondents are entitled to a credit on the mortgage sued upon to the amount of their virile portions of the amount to be so collated, to bear even date with said mortgage, and to extinguish interest on that amount from the date of said notes.

Wherefore they pray judgment decreeing the extinction of the mortgage sued on by payment and compensation as aforesaid, and to be hence dismissed with their costs and for general relief.

THOS. P. FARRAR,
MAYO & SPENCER & LEWIS & DRAKE,
For Respondents.

Statement A.

Succession of Wm. Bondurant to successions of D. & E. P. Bondurant, D'r.

To rent of 400 acres land of "Pleasant View" Plantation, in Tensas Parish, during the years 1839, 1840, 1841, 1842, & 1843, at $500 per acre per annum	$10,000
To hire of six slaves belonging to the succession of Dan-
170 iel M. Bondurant for the years 1839, '40, '41, '42, and 1843	$3,600
To hire of mules, &c., belonging to succession of D. M. Bondurant	1,000
To 9,000 cords of wood cut & sold off said rented land, @ $1.25 per cord	11,250
	$25,850

(Endorsed:) 1242. Walter E. Bondurant vs. Albert Bondurant et als. Recorded. Filed November 16th, 1865. J. M. Diffenweirth, d'y clerk.

Fi. fa.

STATE OF LA.,
Parish of Tensas:

13th dist. court.

W. E. BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242.

The State of Louisiana and said court to the sheriff of the parish of Tensas, greeting:

We command you that by seizure and sale of property, real and personal, rights, and credits of Albert Bondurant, Horace Bondurant, and

John Bondurant, and especially the following lands, to wit: The "Pleasant View" Plantation, being a certain tract of land situated on the Mississippi River, opposite Bruinsburg, and being the same conveyed to D. M. Bondurant by Dunlap & Green, and contains six hundred and seventy-three (673) acres; also a tract adjoining the above-men-
171 tioned tract on the upper side, fronting on the Mississippi River, being same conveyed to D. M. Bondurant, by heirs of Nailor, containing two hundred and seven (207) acres; also No. 960, of section 39, of township 12, range 13 east, containing one hundred and forty-eight $\frac{67}{100}$ acres; also No. 22, of lot No. 6, of section , of township 11, range 13, containing one hundred and ten $\frac{10}{100}$ acres; also No. 151, tract ¼, Nos. 1, 2, & 4, of section No. 2, township 11, range 12 east, containing three hundred and eleven $\frac{18}{100}$ acres; also No. 152, of lot No. 7, section , township 11, range 12 east, containing one hundred and sixty $\frac{11}{100}$ acres; also lot No 27, of No. 166, of section , township 12, range 13 east, containing one hundred and sixty-four $\frac{38}{100}$ acres; also lot 1047 of fractional section No. 38, township 12, range 13 east, containing one hundred and sixty $\frac{8}{100}$ acres, be the same more or less, and containing in all twenty-two hundred and thirty-nine acres of the said parish of Tensas in the manner prescribed by law—you cause to be made the sum of $37,118.50 dollars, with interest thereon at the rate of seven per cent. per annum until paid from 4th December, A. D. 1862, subject to a credit of five thousand & eighteen $\frac{16}{100}$ dollars to date, March 22d, A. D. 1854. And also the sum of forty-three dollars and ten cents,
172 costs of suit, as well as the costs of this writ and the service thereof, to satisfy a judgment rendered in our said district court on the 14th day of November, A. D. 1867, in favor of the said W. E. Bondurant and against the said Albert Bondurant et al., as aforesaid, and how you shall have executed this writ make return in twenty days. Herein fail not.

Witness the honorable E. D. Farrar, judge of said court, and the seal thereof, this 9th day of December, 1867.

[L. S.] FRANK M. BAKER, *Clerk.*

Sheriff's return.

Received the 9th December, 1867, and served this writ as follows, to wit:

I seized on the 25th day of December, A. D. 1867, the following described property belonging to defendants, to wit: The "Pleasant View" Plantation, containing 573 acres; also a tract adjoining the above mentioned tract on the upper side and being the same conveyed to D. M. Bondurant by heirs of Nailor, containing 207 acres; also No. 960, of section 39, T. 12, R. 13 east, containing $148\frac{67}{100}$ acres; also 122, of lot No. 6, of section , of T. 11, R. 13, containing $110\frac{10}{100}$ acres; $311\frac{18}{100}$ acres in T. 11, R. 12 east; $160\frac{11}{100}$ acres in same township and range; $164\frac{28}{100}$ acres in same township and range—containing in all 2,239 acres.

173 Served notice of seizure on the same day of making seizure by posting the same at the court-house door, the defendants being non-residents of this State.

On the 28th day of December, A. D. 1867, I advertised said property for sale, to take place at the court-house door in this parish on Saturday, the 1st day of February, A. D. 1868, for cash. Said advertisement was made by publication in the Tensas Parish Gazette, a weekly newspaper published in this parish, for more than thirty clear days prior to said day of sale.

On said 1st day of February, A. D. 1868, I repaired to said place of sale, and within the hours by law prescribed, after having read the writ, advertisement, certificate of mortgages, and appraisement, I offered said property for sale, when W. E. Bondurant bid the sum of four thousand four hundred and seventy-eight dollars therefor, which, being the last and highest bid and two thirds of the appraised value thereof, I struck off and publicly adjudicated the same to him, and this writ is entitled to a credit of the amount of said bid.

Advertisement.

STATE OF LA.,
Parish of Tensas:

13th dist. court.

WALTER E. BONDURANT
vs.
ALBERT BONDURANT. } No. 1242.

174 By virtue of the above-styled writ of fi. fa., to me directed from above honorable court, I have seized, and on Saturday, the 1st day of February, A. D. 1868, I will offer for sale at the door of the court-house in this parish, the following described property belonging to defendants in the above-styled suit, to wit:

The Pleasant View Plantation, being a certain tract of land situated on the Mississippi River opposite Bruinsburg, and being the same conveyed to D. M. Bondurant by Dunlap & Green, & containing six hundred and seventy-three (673) acres; and a tract adjoining the above-mentioned tract on the upper side and fronting on the Mississippi River, being same conveyed to D. M. Bondurant by heirs of Nailor, and containing two hundred and seven (207) acres; also No. 960 of section thirty-nine, of township twelve, of range thirteen east, containing one hundred and forty-eight $\frac{87}{100}$ acres; also No. 22, of lot No. 6, of section , of township eleven, range thirteen, containing one hundred and ten $\frac{10}{100}$ acres; also No. 151, tract $\frac{1}{4}$, No. 1, 2, and 4, of section No. 2, of township 11, range 12 east, containing three hundred and eleven $\frac{18}{100}$ acres; also No. 152, lot No. 7, section , township 11, range 12 east, containing one hundred and sixty $\frac{11}{100}$ acres; also lot No. 27, No.
175 166, of section , township twelve, range thirteen east, containing one hundred and sixty-four $\frac{28}{100}$ acres; also lot No. 1047, of fractional section of No. 38, township twelve, range thirteen east, containing one hundred and sixty and $\frac{8}{100}$ acres.

Terms of sale, cash.

G. W. WILLIAMS, *Sh'ff.*

SHERIFF'S OFFICE, ST. JOSEPH, LA., *Dec. 28th*, '67.

(Endorsed:) No. 487. W. E. Bondurant vs., No. 1242, Albert Bondurant et al. Am't debt $37,118.50, subject to a credit of five thousand and eighteen $\frac{16}{100}$ dollars. In't at 7 per cent. Clerk's costs, $34.20; sh'ff's do., 7.80; increase, ; writ and return, 1.10.

Returned and filed February 14th, 1868.

J. WHITTY MILLER,
D'y Clerk.

Appraisement.

THE STATE OF LA.,
Parish of Tensas:

13th dist. court.

W. E. BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 1242. Fi. fa.

We, C. G. Nicholls and James E. Nicholls, appointed appraisers in the above-styled matter, do solemnly swear that we will well and truly appraise and a true value set on the property seized under the above-styled writ of fi. fa. and belonging to the above defendants, to the best of our knowledge and abilities. So help us God.

176

C. G. NICHOLS.
J. E. NICHOLS.

Sworn to and subscribed before me this day of February, A. D. 1868.

THE STATE OF LOUISIANA,
Parish of Tensas:

We, C. G. Nichols and James E. Nichols, sworn appraisers in the above matter, appraise*rs* the property as follows, to wit:

The Plesant View plantation, containing six hundred and seventy-three acres; also a tract adjoining the above-mentioned tract on the upper side, and being the same conveyed by D. M. Bondurant by heirs of Nailor, containing 207 acres, @ ; also No. 960 of section 39, T. 12, R. 13 E., containing $148\frac{67}{100}$ acres, @ ; also 122 of lot No. 6 of section of T. 11, R. 13, containing one hundred and ten $\frac{10}{100}$ acres, @ .

$311\frac{18}{100}$ acres in township 11, range 12 E., @ .
$160\frac{11}{100}$ do " " " " " " "
$164\frac{28}{100}$ do " " " " " " "
$160\frac{8}{100}$ " " " " " " " "

containing in all 2,239 acres, more or less, appraised at three ($3.00) dollars per acre, amounting to $6,717.00.

C. G. NICHOLS.
J. E. NICHOLS.

(Endorsed:) W. E. Bondurant vs. Albert Bondurant et al. 1242. Appraisement. Filed February 14th, 1868. J. Whitty Miller, d'y clerk.

177 *Certificate of mortgage.*

THE STATE OF LOUISIANA,
Parish of Tensas:

I, Thomas W. Castleman, recorder, do hereby certify that there does not exist of record in my office and mortgage, lien, or incumbrance on the following-described property belonging to Albert, John, and Horace Bondurant, situate in this parish, to wit: The Pleasant View plantation, situate on the Mississippi River, and containing 673 acres; also a tract adjoining the above-mentioned on the upper side fronting on the Mississippi River, conveyed to D. M. Bondurant by heirs of Nailor, and containing 207 acres; also No. 960 of sect. 39 of T. 12, R. 13 E., cont'g $148\frac{67}{100}$ acres; also No. 122 of lot No. 6 of sec. , T. 11, R. 13, cont'g $110\frac{10}{100}$; also No. 151, tract $\frac{1}{4}$, Nos. 1, 2, and 4 of sec. No. 2 of T. 11, R. 12 E., con-

taining three hundred and eleven $\frac{18}{100}$ acres; also No. 152, lot 7, sec. , T. 11, R. 12 E., $160\frac{11}{100}$ acres; also lot No. 27, No. 166 of sec. , T. 12, R. 13 E., $164\frac{28}{100}$ acres; also lot No. 1047, or fractional sec. No. 38, T. 12, R. 13, $160\frac{8}{100}$ acres, except the following, to wit:

A conventional mortgage in favor of the sheriff of Tensas, or in favor of Walter Ernest Bondurant, to secure the payment $37,118.50, dated 4th day of December, 1852, recorded December 6th, same
178 year, and reinscribed September 8th, 1865.

A conventional mortgage given by John Bondurant in favor of Virginia Sims, to secure the sum of $16,596.06, evidenced by the two promissory notes of him, said Bondurant, dated 26th of Febr'y, 1861, drawn to his own order and by him endorsed, payable at the counting-room of I. C. & R. S. Picks, in New Orleans, on the 1st of January, 1862, one for $11,933.96, and the other for $4,662.10; said mortgage is dated 26th of Feb'ry, 1861, and recorded January 22d, 1866.

A judicial mortgage in favor of Walter E. Bondurant for the sum of $37,118.50, with 7% interest from 4th of Dec., 1862, till paid, subject to a credit of $5,018.16, of date March 22d, 1854; said judgment is dated Nov'r 14th, 1867, and recorded same day.

Witness my hand and seal of office this 31st day of January, 1868.

[L. S.] THOS. W. CASTLEMAN,
Recorder.

(Endorsed:) Walter E. Bondurant vs. Albert Bondurant et al. 1242. Certificate of mortgages. Filed February 14th, 1868. J. Whitty Miller, d'y clerk.

(From page 90 to 118 of Exhibit X.)

Note of evidence.

179 Plaintiff offers in evidence (in re Franke Watson vs. E. F. Bondurant, ex'x & tut'x, & sh'ff, No. 2457) deed from sheriff of Tensas to Albert, Horace, and John Bondurant, recorded in mortgage book A, pages 821, 822, 823, & 824, on 6th Dec'r, 1852.

Reinscription of the mortgage in above deed made in book C, page 367, on 8th Sept., 1865.

Deed from John Bondurant and wife to A. C. Watson, s'r, recorded in book D, page 435, recorded Nov'r 31st, 1854.

Deed from Albert and Horace Bondurant to John Bondurant.

Deed from Frank Watson to A. C. Watson, j'r.

Deed from A. C. Watson, j'r, to Franke Watson.

HUGH TULLIS, sworn for plaintiff, says:

I am deputy recorder of this parish; the mortgage held by Mrs. Ella F. Bondurant, ex'x and tutrix, against the property in contest was not reinscribed until 8th Sept., 1865, which was almost three years after the mortgage had pre-empted and expired for want of reinscription, and has never been reinscribed since that time.

The original recording of the mortgage was made 6th December, A. D. 1852.

180 REEVE LEWIS, sworn for plaintiff, says:

The property in dispute in this case has been in the peaceable, open, notorious, and public possession of John Bondurant from the time he purchased up to the time he sold to A. C. Watson, sr., then in said

possession of A. C. Watson, sr., from the time he purchased from John Bondurant and wife up to the time said Franke Watson sold to A. C. Watson, jr., when A. C. Watson, sr., renounced his right to said land, then in the possession as aforesaid of A. C. Watson, jr., until he sold back to Frank Watson, and has been ever since in the possession of Frank Watson.

JAS. R. CURRELL and L. V. REEVES, sworn for plaintiff, says:

We are attorneys at law; the services of the attorneys employed by plaintiff in injunction is well worth the sum of $250.00.

Taken down and filed in open court this 21st April, 1876.

JOS. CURRY,
D'y Clerk.

Deed to A., J., and H. Bondurant.

Sheriff of Tensas to Albert, John, & Horace Bondurant.—Deed.

STATE OF LOUISIANA,
Parish of Tensas:

Tenth district court.—Succ'r of D. M. Bondurant.

Be it remembered, that by virtue of an order of sale from the
181 above hon'l court to me directed, commanding the sheriff of the parish of Tensas to sell at public auction, upon the terms hereinafter to be expressed, the property hereinafter mentioned and described, for the purpose of effecting a partition of the same, in pursuance of a decree of partition rendered by said hon'l court on the 12th day of October, 1852, between John and Horace Bondurant, plaintiffs, and Albert Bondurant, personally and as tutor of the minor Walter Ernest Bondurant, defendant, I, G. W. Williams, sheriff of the said parish of Tensas, did on the 22d day of October, 1852, advertise for sale, to take place on the premises in block, on Saturday, the 4th day of December, 1852, the following described property in this parish, to wit:

The Pleasant View plantation, being a certain tract and situated on the Mississippi River, opposite Bruinsburg, being the same conveyed to D. M. Bondurant by Dunlap & Green, containing six hundred and seventy-three acres (673); also a certain tract of land adjoining the above mentioned tract of the upper side, fronting on the Mississippi River, being the same conveyed to said D. M. Bondurant by the heirs of Nailor, containing five hundred and seven acres (507); also tract No. 960 of section 39, of township 12, of range 13 east, containing one and
182 forty-eight $\frac{67}{100}$ acres; also No. 122, lot No. 6, of section , of township 11, range 13 east, containing one hundred and ten $\frac{10}{100}$ acres; also No. 151, tract $\frac{1}{11}$, Nos. 1, 2, and 4 of section No. 2, township No. 11, range 12 east, containing three hundred and eleven $\frac{10}{100}$ acres; also No. 152, lot No. 7, section , township No. 11, range No. 12 east, containing one hundred and sixty-four $\frac{10}{100}$ acres; also lot 27, No. 166 of section , township No. 12, range No. 13 east, containing one hundred and sixty-four $\frac{28}{100}$ acres; also lot 1047, or fractional section No. 38, township No. 12, of range 13 east, containing one hundred and sixty $\frac{88}{100}$ acres, be the same more or less, and containing in all twenty-two hundred thirty-nine acres.

Also the following-named slaves, attached to and employed on said plantation, viz: Cely Williams, 74 years; Alina Henderson, 38; Lydia

Oxford, 30; Lucy Sample, 12; Angenette Williams, 23; Onena Speer, 2; Harriet, 4 months; Simon, 28 years; Eliza Conney, 31; Margaret, 31; Isaiah, 14; Priscilla, 12; Horace, 10; John, 8; Osena, 6; Phœbe, 4; Sarah, 30; John Sample, 38; Levy, 5; Virginia, 1; John Lewis, 31; Mary, 31; Leamia, 9; Dehlia Lewis, 8; Dennis, 5; Frances, 5; Patsey, 51; Julia, 17; William Jackson, 56; Celia, 38; Jefferson, 15; Ann, 10;
Amos, 9; Enos, 6; Eliza, 3; Ezekeal, 35; Celia, 38; Jefferson,
183 18; Ann, 10; Amos, 9; Enos, 8; Peter Hodges, 33; Young, 11;
Horatio, 7; Adam, 29; Pleasant, 26; Montgomery, 2; Davis, 33; Mary, 31; Matthew, 13; Rachel, 6; Thomas, 28; Ann, 25; Melly, 7; Eliza, 5; Perry, 3; Salva, 4 months; Sally, 36; Barnes, 41; Eve, 31; Rebecca, 7; Isaac, 7; Robert, 2; Louisa, 13; Mary, 30; Charlotte, 19; Dave, 3 months; Maria, 15; Spencer, 30; Julia, 30; Richard, 10; Jo. Ducker, 34; Milly, 33; Davis, 18; Rachael, 17; Major, 16; Caty, 45; Gabreal, 40; Rice, 40; Walker, 30; Grey, 28; Almetto, 2; Millis, 22; Charles, 5; Perny, 33; Purnell, 14; Davis, 46.

Also 27 mules; 6 horses and mares; 15 yoke oxen; 55 head of stock cattle; 30 ploughs; one set of carpenter's tools; one set blacksmith tools; 60 weeding hoes; 20 axes, and other farming utensils upon or belonging to said plantation. Also all the cotton & corn hanging by the roots, and eighty heads of hogs, and all other stock belonging to or appertaining to said plantation.

To be sold on the following terms, viz: One-fourth part of the price bid on a credit until the 5th day of March, 1862, the time when the minor, Walter Ernest Bondurant, arrives at the age of majority, bearing seven per cent. per annum interest, the interest payable annually, with a mortgage retained on the property sold; the other three-fourths of the price bid for, cash on the day of sale.

Said advertisement was made by posting written notices in
184 English at Waterproof, Hard Times, and the court-house door in St. Joseph, the three most public places in this parish.

On said 4th day of December, 1852, I repaired to the Pleasant View plantation, and having read the order of sale and advertisement, I received written instructions from the said Albert, John, and Horace Bondurant, which are hereto annexed and made of this deed, requiring me to sell their undivided interest, being three-fourths of said property, upon the same terms and conditions prescribed in behalf of said minor, Walter E. Bondurant, and having offered said property at public sale between the hours of 12 and 3 o'clock p. m., the said Albert, John, & Horace Bondurant bid for the same the sum of one hundred and forty-eight thousand four hundred and seventy-four dollars ($148,474 $^{00}_{100}$), which, being the last and highest bid, and being the appraised value of said property, I struck off and publicly adjudicated said property to the said Albert, John, and Horace Bondurant, at and for the price aforesaid, and the said Albert, John, and Horace Bondurant being dispensed by law, as purchasers aforesaid, from any payments in compliance with the terms of sale prescribed as aforesaid for their said proportions of said price, being three-fourths thereof, for the remaining fourth of said price belonging to said minor, Walter Ernest Bondurant, a special
185 mortgage is hereby retained upon said property to secure the full and punctual payment thereof, and the said Albert, John, and Horace Bondurant hereby bind themselves not to alienate, deteriorate, or encumber said property to the prejudice of said mortgage.

And at the request of said parties, in order to make this an authentic act for all purposes, the same is signed by the said Albert, John, and Horace Bondurant, and Jas. W. Davenport, undertutor for the said

minor, before Robert Y. Skinner, notary, in the presence of T. P. Farrar, Reeve Lewis, and John H. Armat, competent witnesses, who, with said notary, and me, said sheriff, have signed this act, this 4th day of December, A. D. 1852.

G. W. WILLIAMS, *Sheriff.*
ALBERT BONDURANT.
JOHN BONDURANT.
HORACE BONDURANT.
J. W. DAVENPORT,
Undertutor.

Attest:
THOMAS P. FARRAR.
JOHN H. ARMAT.
REEVE LEWIS.

ROBERT Y. SKINNER,
Recorder & ex-officio Not. Pub.

Recorded 6th December, 1852.

ROBERT Y. SKINNER.
Recorder.

Reinscribed this 8th day Sept., 1865.

J. W. CASTLEMAN,
Recorder.

186 *Deed.*

UNITED STATES OF AMERICA,
State of Louisiana, Parish of Tensas:

Before me, Reeve Lewis, recorder in and for the parish of Tensas, duly commissioned and sworn, and in presence of the witnesses hereinafter named and undersigned, personally appeared John Bondurant, a resident citizen of the said parish of Tensas, who declared and said to me, recorder, that for and in consideration of the sum and price hereinafter mentioned and expressed, he has this day bargained, sold, transferred, conveyed, and delivered, and by these presents does hereby bargain, sell, transfer, and deliver unto and in favor of Augustus C. Watson, also a resident citizen of this parish, here present, accepting this act and releasing me, recorder, from all liability on account of the non-production of the certificate of mortgages required by article 3328 of the civil code of Louisiana, all the following mentioned and prescribed land, to wit:

The lot number seven, in township eleven of range twelve east, in the district of lands subject to sale in Ouchita, Louisiana, containing one hundred and sixty-five acres and eleven hundredths of an acre, as per certificate No. 152.

Now the price and consideration of said sale is declared by the
187 parties to be the sum of five thousand seven hundred and seventy-five ($5,775.00) paid, and to be paid as follows, to wit:

The sum of two thousand eight hundred and eighty-seven $\frac{50}{100}$ dollars cash, the receipt whereof is hereby acknowledged, and the balance, $2,887.50, is evidenced by the draft of said A. C. Watson, on Beck & Ricks, merchants of New Orleans, and accepted by said Beck & Ricks, due and payable on the first day of January, A. D. 1856, with eight per ent. per annum interest thereon from date till paid, said draft bearing even date herewith, and after having been paraphed "Ne varietur" by me, recorder, to identify it with this act, was handed to said undertutor, who hereby acknowledges receipt thereof, to have and to hold said land

unto the said purchaser, his heirs and assigns, to their proper use and behoof forever, and the said vendor, for himself and heirs, shall and will warrant and forever defend the said land against the legal claim or claims of all and every person or persons whomsoever by these presents, and the said vendor hereby moreover subrogates said purchaser to all his rights and actions of warranty against his own and previous vendors of said land, to exercise said rights and actions in the same manner as he himself might have done.

188 And next personally appeared Mrs. Mary Jane Montgomery, wife of the said John Bondurant, who, after the undersigned recorder had explained to her verbally the nature and purport of the foregoing act of sale from her said husband to the said A. C. Watson, she declared that she was desirous of releasing, in favor of the said A. C. Watson, the land hereinbefore sold from the matrimonial, dotal, paraphernal, and other rights, and from all claims, mortgages, or privileges to which she may be entitled, whether by virtue of her marriage with the said John Bondurant or otherwise.

Whereupon the undersigned recorder did explain verbally to the said Mrs. Bondurant, out of the presence of her said husband, the nature and extent of her rights, which are here detailed, to wit:

First. For the restitution of her dowry, and for the reinvestment of the dotal property sold by her husband, and which she brought in marriage reckoning from the celebration of the marriage.

Second. For the restitution and reinvestment of the dotal property sold by her husband which came to her after the marriage, either by succession or donation, from the day the succession was opened or the donation perfected.

Third. For the reimbursing of the amount of her paraphernal
189 property alienated by her and received by her husband or otherwise disposed of for his individual interest.

Fourth. To indemnify her for debts which she may have contracted with her husband; and—

Fifth. For the donations which may have been made to her by her husband on account of their marriage, and that by renouncing said rights or irrevocably of all recourse thereon.

And the said Mrs. Bondurant did thereupon declare to me, recorder, that she fully understood the nature and extent of her said rights on the property of her said husband, and that she nevertheless did persist in her intention of renouncing the same in favor of the said A. C. Watson the land hereinbefore sold.

And the said John Bondurant being now present assisting and authorizing her in the execution of these presents and consenting thereto, the said Mrs. Mary Jane Bondurant did again declare that she did and does hereby make a formal renunciation and relinquishment of all her said rights and mortgages on the land hereinbefore sold in favor of the said A. C. Watson, binding herself and her heirs at all times to sustain and acknowledge the validity of this renunciation.

Thus done and passed at my office in the parish of Tensas, in
190 the presence of Atlas F. Brown and Julius Aroni, competent witnesses of lawful age, and domiciliated in said parish, who hereunto sign their names together with the parties and me, said re-

corder, this 30th day of November, in the year of our Lord one thousand eight hundred and fifty-four.

JOHN BONDURANT.
MARY BONDURANT.
A. C. WATSON.

Attest:
A. F. BROWN.
JULIUS ARONI.

REEVE LEWIS,
Recorder.

Duly recorded in notarial book D, page 435.

R. LEWIS,
Recorder.

STATE OF LOUISIANA,
Parish of Tensas:

Be it known that on the twelfth day of December, eighteen hundred and fifty-three (A. D. 1853), we, the undersigned, joint and sole owners of the Pleasant View plantation, slaves, &c., the same being all of the estate of D. M. Bondurant, dec'd, in Louisiana, do agree and bind ourselves to the following division of the lands and slaves belonging to said estate, to wit: All of the land of said plantation to be divided by a line beginning at a point in the middle of a slough on the back line of the George Morrow tract eighty chains and fifty links from the southwest corner of the Francis Nailor tract; thence south 1° E.
191 twelve chains to a stake at the lower end of a ditch; thence up said ditch with the meanderings thereof S. 28¾°. E. six chains & 50 links, S. 17° E. 2 chains and 50 links, S. 12½° E. twelve chains, S. 21° E. 4 chains and 40 links to intersection of a line running through center of old lane; thence with said lane south 40 E. to the Mississippi River. That John Bondurant shall have and own all the land belonging to said Pleasant View Plantation lying on the south side of the above described line, and that Albert Bondurant shall have and own all the lands belonging to the said Pleasant View plantation lying on the north side of said line; that John Bondurant shall have all the buildings on the south side of said line and one-half of the quarters.

We also agree and bind ourselves to the following division of the slaves belonging to said plantation, to wit: That John Bondurant shall have and own the following-named negro slaves: Simon Speer, Angenette Speer, Osena Speer, Harriet Speer, Lewis McKinney, William Hardy, Julia and Maria Thomas, Dick Shote, Henry Temple, Matilda Temple, Henrietta Temple, Nancy Rice, Miles Dear, Daphney Henderson, Guy Henderson, Atonette Henderson, Gabriel & Kitty
192 Woods, Caroline Woods, David & Thornton Shote, Perry Thomas, Mary Lewis, Matt Davis, Rachael Davis, Peggy Davis, Billy Jackson, Celia Jackson, Jeff Jackson, Ben Taylor, Green Taylor, Ezekiel Taylor, Eady Taylor, Jane Thomas, Caleb Thomas, Sniley Wise, Violett Wise, Lucy Oxford, Mary Lewis, Dennis Lewis, Francis Lewis, Anfield Morgan, Celia Williams, old Milly, Absolon Cross, Cornelius Solomon, and Kessiah Cross.

And that Albert Bondurant shall have and own the following negro slaves, to wit: John Sample, Sarah Sample, Amos Sample, Levi Sample, Ike Corey, Horace Corey, John Corey, Priscilla Corey, Aizilia and Phœbe Corey, William and Julia A. Thomas Perry, Willy & Elizabeth Thomas, Sabin Thomas, Henry Clay, Emiline Rice, Joe Hannah and Mauda Malladah, Jim and Rose Cotton, Sarah and Georgiana Cotton,

Ruth Purnell, Washington Woods, Peter Hodges, Fanny and Rafe Hodges, Whiton, Frank, Jim, and Rhody Pell, Milly, Mary, and David Liggins, Charlotte and Dan Glover, Sylvia Henderson, Matilda Easter, and Sandy Morgan, Nelson Patsery, and Lemon Granton, Anna Henderson.

That we have also divided all of the mules, horses, oxen, cattle, hogs farming utensils, &c., with which division we are satisfy and hereby, bind ourselves.

JOHN BONDURANT.
ALBERT BONDURANT.

193 THE STATE OF LOUISIANA,
Parish of Tensas:

Before me, Franklin M. Baker, recorder & ex-officio notary public in and for the parish of Tensas, State aforesaid, duly commissioned and sworn and in presence of the witnesses hereinafter named and undersigned, personally came and appeared John Bondurant and Albert Bondurant, both resident citizens of this parish and State, who declared that they signed the within article of agreement of division of property for the purpose herein written and contained; and that their signatures to the same are genuine.

Thus done and signed in presence of Mrs. Martha Duncan and Williamson D. Maxwell, competent witnesses, and before me, said recorder, on this 28th day of April, 1856.

JOHN BONDURANT.
ALBERT BONDURANT.

Attest:
MARTHA DUNCAN,
W. D. MAXWELL.

F. M. BAKER,
Recorder.

THE STATE OF LOUISIANA,
Parish of Tensas:

Before me, Robert L. Castleman, deputy recorder in and for said parish, personally came and appeared Frank Watson, a fully eman-
194 cipated minor over the age of eighteen years, and dispensed with the time for arriving at the age of twenty-one years, a resident of this parish, who declared to me, deputy recorder, that for and in consideration of the price and sum hereinafter mentioned he has bargained, sold, and conveyed, and does by these presents bargain, sell, and convey, with full warranty, unto and in favor of Augustus C. Watson, jr., also of this parish, and here present, accepting this act with all its parts and clauses, and dispensing with the production of the certificate of mortgages required by law, all the right, title, and interest of said Frank Watson, being the undivided one-half of the following described plantation situate in this parish in the immediate vicinity of the heads of Lake Bruin, known as the "Lakewood plantation," and is made up of an irregularly shaped piece of land bounded north by the "Sunnyside plantation" now belonging to James M. McGill, and the "Bellevue plantation," belonging to James M. Gillespie, west and southwest by "Bellevue," Brushy Lake, and the "Panola plantation" of said Gillespie; south, east and southeast by Lake Bruin, lands of est. D. S. Stacey, dec'd, and the Mississippi River; and composed of parts of sections
195 Nos. 41 & 42, T. 12, R. 12 E, the whole of sections Nos. 27, 36,

56, and 7, and part of section 28 in T. 11, R. 12 E., all in district of lands north of Red River, Louisiana. The whole tract contains about 1,300 acres, more or less, but the metes and bounds are to govern. Together with all the buildings and improvements, stock, farming utensils, and everything belonging to or in any manner appertaining to said plantation.

And now comes and intervenes herein Augustus C. Watson, sen'r, the father of said Frank Watson and Augustus C. Watson, jr., who declares and says that parts of said Lakewood plantation were from time to time acquired by him in purchases and exchange, but that said parts whatsoever they may be were by him acquired for the benefit of his said two sons, and that he hereby specially renounces any personal interest in the same whatever.

Now, the price and consideration of said sale is declared to be the sum of twenty-five thousand dollars, which is evidenced by the six several promissory notes of said Augustus C. Watson, jr., drawn in favor of said Frank Watson or order, each for the sum of four thousand one hundred and sixty-six .66⅔ dollars of even date herewith and due on the
196 15th day of November, 1873, 1874, 1875, 1876, 1877, 1878, respectively, with deferment of payment in case of failure of crops on account of overflow or other unforeseen cause for one year on each note as therein written, in which case the note deferred is to bear eight per cent. per annum interest from the date it falls due by its face. In case of no overflow or other unforeseen cause of failure, the note only to bear five per cent. interest, which last stipulation, however, is not named in the notes, as the law governs that after maturity. Said notes are duly paraphed.

It is distinctly understood and agreed, that in case of eviction the price of land purchased of John Bondurant and now sued for by Dr. W. E. Bondurant, then the price of the sale is to be reduced to the extent of eighteen hundred dollars, which is half of the estimated value of the said price of land, and is to be pro rata divided on said notes.

And in order to secure the payment of said notes and all interest and costs to accrue, the vendor's privilege is hereby retained, and the said Augustus C. Watson, jr., hereby specially mortgages and hypothecates the property herein conveyed to him in favor of said Frank Watson and to any future holder or holders of said notes, and binds
197 himself and his heirs and assigns not to alienate, deteriorate, or encumber said property to the prejudice of this mortgage and vendor's privilege.

United States internal-revenue stamps to the amount of twenty-five dollars duly affixed and cancelled before signing.

Thus done and passed in presence of Reeve Lewis and Fred. N. Odgen, competent witnesses, this 5th day of August, A. D. 1873.

FRANK WATSON.
A. C. WATSON.
A. C. WATSON, JR.

Attest:
REEVE LEWIS.
FRED. N. OGDEN.

R. L. CASTLEMAN,
D'y Recorder.

THE STATE OF LOUISIANA,
Parish of Tensas:

Be it known and remembered that on this 6th day of February, A. D. 1875, before me, Geo. W. Lewis, deputy recorder and ex-officio notary

public in and for this parish and State, duly qualified and commissioned according to law, and in presence of the witnesses hereto subscribed and undersigned, personally came and appeared Augustus C.
198 Watson, junior, of this parish, who declared to me, notary public, that he does by these presents, upon the terms, conditions, and stipulations hereinafter set forth and expressed, bargain, sell, transfer, convey, and deliver unto and in favor of Frank Watson, of this parish, all and singular the following described property, lying, situate, and being in this parish and State, to wit, the southern portion of the certain cotton plantation lying in what is known as the island in Lake Bruin, called the "Lakewood" plantation, is particularly described in a certain deed executed between A. C. Watson, jr., and Frank Watson on the 5th day of August, 1872, and recorded in the recorder's office of this parish, to which said deed special reference is herein made as to the description of said "Lakewood" plantation, said southern portion of said plantation is particularly described as follows:

The line dividing the said plantation begins at a stake on the bank of Lake Bruin, in front at the gin house thereon, course through the centre of said gin-house north eighty-four degrees (84°) thirty-five minutes (35,) west one hundred chains to an intersection of a ditch with Seely's Bayou, comes in the middle of said bayou, bearing trees a gum south 67¾
199 west 19 links, thorn tree south 84½ east 44 links, when the line follows the middle of Seely's Bayou until it strikes a boundary line of the Bellevue plantation, traverses up the bayou to this point north 31½ west 7 chains, thence north seven east 4 chains 10 links, thence north 6½ west 2 chains 50 links, thence north 43½ west seven chains twenty-five links, corner on the line of Bellevue plantation about the centre of the slough drained by Seely's Bayou, and being north 25 east about 19 chains from Brushy Lake bank, bearing tree an oak south 87½ east 45 links, thence following the boundary line of said Bellevue plantation to the bank of Brushy Lake about 19 chains, thence along the bank of Brushy Lake to what is known as the head of the island; thence across until said line strikes Lake Bruin, thence along the bank of Lake Bruin in a northerly direction until it strikes the place of beginning, to wit, the stake on the Lake Bruin bank opposite the said gin-house. The portion of land herein conveyed already described lying between the said dividing line on the north and Lake Bruin on the east, and the boundary line of Bellevue plantation and Brushy Lake on the northwest and
200 southwest. The boundary line herein described was run by John Johnson, parish surveyor, on the 27th day of January, 1875, and staked out by posts, well known to the parties hereto. The land comprised within the said boundary lines is all cleared and is sold by the metes and bound herein expressed.

This land south of the land above described, said line beginning at the said stake on the bank Lake Bruin and terminating at Seely's Bayou, lying between Lake Bruin and Brushy Lake, includes that part of section six, township eleven (11), range 12 east, in the district of lands lying north of Red River, which lies northwest of an imaginary line starting on the line between sections six and seven (6 & 7) south, 41 east, 45 chains from the northwest corner of section six and running parallel with the back line of section six 14 chains 70 links, which will make a corner on the line between sections six and five (6 & 5), 45 chains from the west corner of section 5. It also includes the whole of section seven (7) in township eleven (11), range twelve (12) east, in the district of lands lying north of Red River, together with all the build-

ings and improvements on the said land, and all the rights, privileges, and appurtenances thereto belonging.

201 To have and to hold unto the said Frank Watson, his heirs and assigns, forever; and the said vendor will forever warrant and defend the title to the said property herein conveyed from the lawful claim or claims of any and all persons whomsoever. And the said vendor does moreover subrogate the said purchaser to all rights and actions of warranty, fully authorizing the said purchaser to exercise the said rights and actions in the same manner as he might or could have done, it being understood and agreed upon between the parties hereto that the gin-house in said "Lakewood" plantation, together with one acre of land upon which said gin-house stands shall be held as common property between the vendor and vendee herein and their legal representatives, so long as the said gin-house remains in existence; the control of said gin-house and the management of the same to be vested in one or the other, as they may mutually agree in writing hereafter.

It is distinctly understood and agreed that in case of the vendor herein being evicted from the tract of land purchased of John Bondurant by A. C. Watson, sr., and which is section (7) seven above

202 described, then the said A. C. Watson, jr., the vendor herein, or his legal representatives, shall be bound to pay on account of an action of warranty the sum of eighteen hundred dollars only; reference to this matter is herein made to the deed to A. C. Watson, jr., from Frank Watson, of date August 5th, 1872, heretofore referred to.

Now, the price and consideration of this sale is declared to be the sum of twenty thousand eight hundred and thirty-three $\frac{33}{100}$ ($20,833.33) dollars, cash in hand paid the said vendor by the said vendee, the receipt of which is hereby acknowledged by the said vendor and full acquittance given therefor.

And next appeared unto these presents Frank Watson, the vendee herein, who declared to me, notary, that he hereby accepts this act, with all its parts and clauses, and holds the notary harmless for the non-production of the certificate of mortgages, as required by article 3364 of the civil code of Louisiana.

In testimony whereof I have caused the said vendor and vendee herein to sign this act with me, notary, in presence of H. A. Garrett and J. B. Brewer, of this parish, competent witnesses, who have also signed with us on this 6th day of Feb'ry, 1875.

A. C. WATSON, JR.
FRANK WATSON.

Attest:
H. A. GARRETT.
J. B. BREWER.

G. W. LEWIS,
D'y Recorder.

203 (Endorsed:) A. C. Watson, jr. To deed Frank Watson. Filed July 6th, 1875. Geo. W. Lewis, d'y recorder. Recorded Feb'ry 6th, 1875. Notarial book "H," pp. 526, 527, and 528. S. Shaifer, recorder, by G. W. Lewis, d'y.

(From pages 121 to 133 of Exhibit X.)

13th district court, Tensas Parish, Louisiana.

FRANK WATSON
vs.
MRS. ELLA F. BONDURANT, EXECUTRIX & tutrix, & al.

By reason of the law and the evidence being in favor of the plaintiff

and against the succession of Walter E. Bondurant, represented by the defendant, Mrs. E. F. Bondurant, executrix and tutrix, and under administration in her hands in the probate court of this parish, and by further reason of a judgment by default, regularly entered up, and not set aside, and the legal delays having expired, it is ordered, adjudged, and decreed that said judgment by default be made final, that plaintiff have judgment recognizing his title to the lot No. 7, in township No. 11, of range No. 12 east, containing $165\frac{7}{100}$ acres of land, and that he be quieted in his right and possession to the same.

204 It is further ordered, adjudged, and decreed, by reason of the law and evidence being in favor of the plaintiff and against the defendant, that the mortgage acquired by Walter E. Bondurant against the said land, and recorded in the recorder's office of this parish, on the 6th December, 1852, be held to have pre-empted; that said mortgage set out in petition by reason of a want of reinscription, within ten years from the time of its recordation, has ceased to exist as an incumbrance on said land; that the injunction sued out by plaintiff be made perpetually restrained and prohibited from selling the said land; and by reason of the law and evidence being in favor of the plaintiff and against the defendant, it is ordered, adjudged, and decreed that the plaintiff do have and recover of the defendant the succession of Walter E. Bondurant, dec'd, represented in the probate court of this parish by said executrix, the sum of two hundred and fifty dollars damages sustained by reason of the illegal seizure of plaintiff' said property; that defendant pay costs of suit to be taxed.

Read and signed in open court this 21st day of April, 1876.

WADE H. HOUGH,
Judge 13th District.

(Endorsed:) 2457. Frank Watson vs. Mrs. E. F. Bondurant, ex'x & tutrix. Judgment. Filed April 21st, 1876. Recorded May 12th,
205 1876, Record G, p. 66. Jos. S. Matthews, clerk. Filed Ap'l 21st, 1876. Jos. Curry, d'y clerk.

13th dist. court.

THE STATE OF LA.,
Parish of Texas:

FRANK WATSON
vs.
E. F. BONDURANT, EX'X & TUTRIX, & AL. } No. 2457.

To Mrs. E. F. Bondurant, ex'x & tutrix, representing succ'n & heirs of W. E. Bondurant, dec'd, a resident of said parish of Orleans and State of Louisiana:

Please take notice that judgment was rendered against you and in favor of Frank Watson, plaintiff in above-styled suit, by Hon. Wade H. Hough, judge of said court, on the 21st day of April, A. D. 1876, for the sum of two hundred and fifty dollars damages, and perpetuating the injunction sued out in the above styled and numbered suit.

Witness the honorable Wade H. Hough, judge of said court, and the seal thereof, this 1st day of May, A. D. 1876.

[L. S.] JOS. S. MATTHEWS, *Clerk*,
By JOS. CURRY, *D'y* "

Received May 9th, 1876, and on the 10th day of May, 1876, I served a copy of within notice of judgment on Mrs. E. F. Bondurant, executrix and tutrix herein, personally.

Returned same day. Sh'ff's fee, 50c.

BEN. C. MIRE,
D'y Sh'ff Parish of Orleans.

206 (Endorsed:) 2457. Frank Watson vs. *rs.* E. F. Bondurant, ex'x & tutrix, et al. Original notice of judgment.

Returned and filed May 15th, 1876.

JOS. CURRY,
D'y Clerk.

To the district judge of the 13th district court of the State of Louisiana, in and for the parish of Tensas:

The petition of Mrs. Ella F. W. Bondurant, a femme sole, executrix of Walter E. Bondurant, and tutrix of his minor child, and a resident citizen of the State of Mississippi, with due respect shew:

That at the April term, 1876, of your court for said parish, a final judgment was rendered in the suit therein then pending, styled Franke Watson vs. Mrs. Ella F. Bondurant, ex'x and tutrix, and the sheriff, in favor of the plaintiff, Franke Watson, on and against the petitioner, the defendant therein, personally and in her representative capacity; that said final judgment was signed in open court on the 21st day of April, A. D. 1876, and is numbered 2457 on the docket of said court.

Now, your petitioner avers that your said court had lost jurisdiction of said cause, being prior to the April term, 1876, for the reason that said cause had then and long before been entered in the United States
207 court for the district of Louisiana, according to the act of Congress, which last court was seized of jurisdiction at the date of the rendition of said judgment; that consequently petitioner is aggrieved by said judgment, and is desirous of appealing therefrom to the supreme court of the State of Louisiana.

Wherefore petitioner, personally and in her representative capacity, prays that an order of appeal be granted her from said judgment, and that said appeal be made returnable into the supreme court of Louisiana, sitting for this district in New Orleans, on or before the second Monday in February, A. D. 1877, and that the said appellees, Franke Watson and the sheriff, be cited to appear then and there to answer said appeal, and further prays for general relief.

C. R. & C. L. WALKER,
REEVES & FARRAR,
Att'ys for Petitioner.

STATE OF LOUISIANA,
Parish of Tensas:

Thos. P. Farrar makes oath that he is one of the attorneys of the petitioner in the foregoing petition; that said petitioner and appellant is absent from this State, and that the district judge of this district is now absent from this parish.

THOS. P. FARRAR.

208 Sworn to and subscribed before me 26th June, 1876.

JOSEPH CURRY,
Deputy Clerk.

STATE OF LOUISIANA,
Parish of Tensas:

Having considered the foregoing petition and affidavit, it is ordered,

adjudged, and decreed that the petitioner, Mrs. Ella F. Bondurant, both personally and in her representative capacity of tutrix and executrix, be allowed a devolutive appeal to the supreme court of the State of Louisiana, from the final judgment rendered against her in suit numbered 2457, and styled Franke Watson vs. Mrs. Ella F. Bondurant, ex'x & tutrix, and sheriff, and in favor of the plaintiff, Franke Watson, that said appeal be made returnable into said supreme court, sitting for this district in New Orleans, on or before the second Monday in February, A. D. 1877, and that the appellee, Franke Watson, and the sheriff, be cited to appear then and there to defend said appeal, on petitioner giving bond & security according to law, in the sum of one hundred dollars. The district judge being absent this order is granted by the undersigned parish judge.

209 Done and signed at chambers this 26th day of June, 1876.

C. C. CORDILL,
Parish Judge.

Service of within petition, affidavit, and order accepted, and citation of appeal waived, this 14th December, 1876.

A. J. BRYANT, *Sheriff*,
By P. T. BURCKETT, *D'y do.*

(Endorsed:) 2457. 13th district court. Franke Watson vs. Mrs. Ella F. Bondurant, ex'x and tutrix, and sheriff. Petition, affidavit, and order of appeal. Filed June 27th, 1876. Jos. Curry, d'y clerk.

STATE OF LOUISIANA,
Parish of Tensas:

13th district court.

Be it known that we, Mrs. Ella F. Bondurant, personally, as natural tutrix and as executrix, principal, and Thos. P. Farrar, as security, are held and firmly bound unto James S. Matthews, clerk of the 13th district court of Tensas Parish, and unto Franke Watson, in the sum of one hundred dollars, for which we bind ourselves jointly, severally, and in solido by these presents, executed and signed this 26th June, A. D. 1876.

The condition of this obligation is such, that whereas the
210 above bound Ella F. Bondurant, both in her personal and said representative capacities, has applied for and this day obtained a devolutive appeal from a certain final judgment in favor of said Franke Watson and against the said Mrs. Ella F. Bondurant, ex'x and tutrix, rendered in a certain suit numbered 2457, and styled Franke Watson vs. Mrs. Ella F. Bondurant, ex'x and tutrix, and sheriff, which said appeal is made returnable into the supreme court of La., sitting for this district in New Orleans, on or before the second Monday in February, A. D. 1877.

Now, if the said Mrs. Ella F. Bondurant, appellant, well and truly prosecute said appeal, and shall satisfy whatever judgment may be rendered against her, personally or in her said representative capacities, or if the same shall be satisfied by the proceeds of the sale of her estate, real or

personal, if she be cast in her said appeal, then this obligation to become null and void, otherwise to remain in full force and virtue.

ELLA F. BONDURANT, *Personally*,
By THOS. P. FARRAR, *Att'y.*
ELLA F. BONDURANT, *Tutrix*,
Per THOS. P. FARRAR, *Att'y.*
ELLA F. BONDURANT, *Tutrix*,
Per THOS. P. FARRAR, *Att'y.*
THOS. P. FARRAR, *Surety.*

211 (Endorsed:) 2457. 13th dist. court. Franke Watson vs. Mrs. Ella F. Bondurant, ex'x and tutrix, & sheriff. Appeal bond. Filed June 27th, 1876. Jos. Curry, d'y clerk.

THE STATE OF LA.,
Parish of Tensas:

13th district court.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, EX'X & TUTRIX, ET AL. } 2457.

To Franke Watson, plaintiff in the above-styled suit, a resident of the parish and State aforesaid:

You are hereby cited to appear before the honorable supreme court of the State of Louisiana, as a court of appeal, at its regular session in New Orleans, in said State, the said next session commencing on the second Monday in February, A. D. 1877, the nand there to answer the petition of defendant, Mrs. E. F. Bondurant, executrix and tutrix, and order thereon, a certified copy of which accompanies this citation of appeal.

Witness the Honorable Wade H. Hough, judge of said court, and the seal thereof, this 3d day of January, A. D. 1877.

[L. S.] JOS. S. MATTHEWS, *Clerk*,
By JOS. CURRY, *D'y* "

212 Received the within citation of appeal together with a certified copy of same, and certified copy of petition, affidavit, and order of appeal on the 3rd day of January, A. D. 1877, and on the 4th day of same month and year I served the same by handing the aforesaid certified copy to Franke Watson in person, and in this parish.

JOHN W. REGISTER, *Sheriff.*

(Endorsed:) No. 2457. Frank Watson vs. Mrs. Ella F. Bondurant, ex'x & tutrix. Citation of appeal. Filed Jan'y 4th, 1877. Jos. Curry, d'y cl'k.

THE STATE OF LOUISIANA,
Parish of Tensas:

I hereby certify that the foregoing one hundred and thirty-two pages contain a true, correct, and complete transcript of all the documents filed, the testimony adduced, and all the proceedings had, in the suit wherein Franke Watson is plaintiff and Mrs. E. F. Bondurant, executrix and tutrix, &c., is defendant, in the 13th district court for the parish of Tensas.

In testimony whereof I have hereto set my hand and affixed
213 the seal of said court, at St. Joseph, in said parish, this 24th day of January, A. D. 1877.

[L. S.] (Signed) JOS. CURRY, *D'y Cl'k.*

NOTE BY CLERK.—All proceedings and other documents contained in Exhibit X, which had already been transcribed from transcripts, filed, respectively, November 1st, 1875, and April 4th, 1876, nunc pro tunc as of 29th January, 1876, have been omitted in copying said Exhibit X.

Exhibit Y.—Filed with supplemental bill, November 15th, 1877.

Supreme court of the State of Louisiana. Clerk's office, New Orleans' April 16th, 1877.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, EXECUTRIX AND tutrix. } No. 6564.

Appeal from the 13th judicial district court for the parish of Tensas.

Mr. Justice Marr delivered the opinion and decree of the court in the words and figures following, to wit:

214 Walter E. Bondurant died at his domicil at Natchez, Mississippi, in June, 1874, leaving a will by which he devised his entire estate to his wife, Mrs. Ella F. Bondurant, whom he appointed sole executrix.

The will was admitted to probate in the proper court at Natchez on the 16th June, but it does not appear whether there was any property or estate in Mississippi to be administered, nor that the executrix qualified there.

On the 19th June, Mrs. Bondurant presented a petition to the parish judge of Tensas Parish, Louisiana, with a copy of the will and the proceedings of the chancery court at Natchez admitting it to probate, in which it is stated that she was then residing in New Orleans; that she was pregnant, and that deceased had left in Tensas Parish, a succession consisting of movables and immovables, and debts. She prayed that a curator be appointed for her unborn child, and that she be permitted to qualify as testamentary executrix. Her father was appointed and qualified as curator, and she qualified as executrix under the will.

215 In June, 1875, Mrs. Bondurant caused to be revived in her name, as testamentary executrix, and as natural tutrix of her posthumous son, a judgment which her husband had obtained in the district court of Tensas, for a large amount, against John, Albert, and Horace Bondurant, and upon this judgment she caused an alias writ of execution to be issued.

Under this execution the sheriff seized a tract of land in Tensas in the possession of Frank Watson, who claimed it as owner. Watson enjoined; and the citation and writ of injunction were served at the domicil of Mrs. Bondurant, in New Orleans on the 30th June, 1875.

In October, Mrs. Bondurant filed a petition, under the act of Congress, approved 3d of March, 1875, for the removal of this injunction suit into the circuit court of the United States, alleging that she was a citizen of the State of Mississippi. Her affidavit to that petition was sworn to before a justice in New Orleans, on the 13th September.

Watson opposed the removal on the grounds: That the succession of Bondurant, which was opened in Tensas Parish, was the defend-
216 ant. That when Mrs. Bondurant applied for the executorship she declared herself to be a citizen of the State of Louisiana, and

that she was an officer of the probate court of Tensas, and subject to its jurisdiction. That when the citation and injunction in this case were served on her she was a resident of the State, and the service was made at her domicil, and that the pretended removal to and citizenship in Mississippi were a mere subterfuge and fraudulent evasion of the law, and adopted for the purpose of removing this cause into the United States court.

On the trial of this preliminary question of removal, it was proven that Walter E. Bondurant lived and died at Natchez. That Mrs. Bondurant, before her marriage, lived with her father in New Orleans. That she returned to her father's, the domicil of her origin, after the death of her husband, and remained until after the birth of her child, the precise date of which is not shown. The mortuary proceedings in the succession of her husband were also offered in evidence, and it was proven that she made affidavits, which were filed in the cause, before justice of the peace in New Orleans, in July and September.

217 The district judge declined to order the removal. A motion was made for a new trial, in support of which one of the counsel of Mrs. Bondurant filed his affidavit, in which it is stated that he had discovered, since the trial, that he could prove by a member of the bar, who had testified on the trial that Mrs. Bondurant had consulted him as to whether her residence in the State of Louisiana would forfeit her citizenship in the State of Mississippi, that on his advising her it would not, she remained in Louisiana, intending to retain her citizenship in the State of Mississippi, and that this consultation was had with reference to this very case of Watson vs. Bondurant.

The new trial was not granted, and Mrs. Bondurant filed a protest against any further proceedings in the cause. A judgment by default was taken against her, which was confirmed on proof, and the injunction perpetuated as prayed for; and she has brought the case here by appeal.

There is no question as to the sufficiency of the value in dispute, and the right of removal depends upon two questions only:

1°. Was Mrs. Bondurant a citizen of the State of Mississippi?

2°. Is this such a suit as may be removed into the circuit court

218 of the United States?

First. We understand that a person who has a domicil in a State, who resides in a State animo manendi, if he is not an unnaturalized alien, is a citizen of that State within the meaning of the constitution of the United States and of the several acts of Congress conferring jurisdiction on the Federal courts, and providing for the removal of causes from the State courts into the circuit courts; the 14th amendment settles this beyond doubt. When the domicil or residence is once fixed in a State the citizenship thus acquired is not lost by a temporary absence, animo revertiendo, but it is lost unquestionably by prolonged absence and other acts indicating the intention to acquire a domicil elsewhere, accompanied with actual residence at the new domicil.

Before Mrs. Bondurant's marriage her domicil in law and in fact was at her father's residence in the city of New Orleans. When she married she acquired immediately the domicil of her husband, and she could have none other; the death of her husband relieved her of all the disabilities of marriage—she became sui juris, and had the right to

219 reside and to acquire a domicil whenever she choose. We think she indicated her choice immediately and without delay.

The will of Walter E. Bondurant is dated the 10th June, 1874. It was filed for probate on the 15th, admitted to probate on the 16th, copy

of the will and proceedings were certified on the 17th, and on the 19th Mrs. Bondurant's petition to the parish court of Tensas praying for letters as testamentary executrix. In this petition she describes herself as "widow of Walter E. Bondurant, late of Natchez, State of Mississippi (petitioner now residing in New Orleans, in this State)".

It was not by any error or inadvertence on the part of the attorney who drew this petition that this statement was made. By our law the testamentary executor who resides in the State is not required to give security, but whenever the testamentary executor, that is, the executor named in the will, is domiciled out of the State, the judge shall only grant him letters on the execution of his bond, with a good and solvent security, for such a sum and under such conditions as are required
220 by law from dative testamentary executors, that is, executors not named in the will but appointed by the court (act of 1842, sec. 3, page 300, re-enacted in 1855, No. 230, page 309, and in 1870, Revised Statutes, page 287, section 1460). The dative executor is bound to give security for one-fourth over and above the amount of the inventory (R. C. C., art. 1679; Civil Code of 1825, art. 1672; R. C. C., art. 1127; Civil Code of 1825, art. 1120). The inventory of the movable and immovable property amounted to $30,062, not including the large judgment in this case, which was for something over $30,000, so that a bond for about $38,000 would have been required.

In order to retain the executorship it was necessary for Mrs. Bondurant to remain in Louisiana, because the same law requires the judge to appoint a dative executor whenever the executor named in the will is absent. Rev. Stats., p. 286, sec. 1459. The act of 1847, Rev. Stats., p. 258, sec 1471, permits tutors, executors, &c., "who only wish to be absent for a time" to retain their offices by having a general and special power of attorney with some person residing in the parish in
221 which the succession is opened, or in an adjoining parish, to represent them in all their acts of administration, which power must be registered in the office of the parish recorder.

In the succession of McDonogh (7 Ann., 473) a number of citizens of Louisiana and four residents of Baltimore were named in the will as executors; the Louisiana executors and those residing in Baltimore, qualified without giving security. This court held that the appointment of the non-residents without security could not be maintained, and it was vacated.

In Yerkes vs. Brown, the testator named his brother, who resided in Philadelphia, executor, and he came to New Orleans, rented an office, and qualified as a resident of Louisiana. Shortly after his appointment he returned to Philadelphia, leaving power of attorney with Heunen, who administered for several years in his name. The court held that the law was imperative, requiring the executor who is not a resident of this State to give security, and that it is only when the absence is temporary that the executor can retain his office by delegating his powers
226 to another. (10 Ann., 94.)

Mrs. Bondurant appears in this litigation as natural tutrix of her son, and this office like that of executor requires residence in the State, and temporary absence being permitted (R. C. C., art. 314.) The tutorship must continue until the majority of the child, or until after he attains his eighteenth year, when he may be emancipated. While she is testamentary executrix, she cannot reside out of the State of Louisiana, but she may close her administration as executrix, and administer as natural tutrix alone; she would still be obliged to reside in the State, and whatever her wishes and intentions may be for the future, she has

accepted offices, duties and responsibilities wholly incompatible with residence elsewhere, and which make it impossible for her in any sense a citizen of the State of Mississippi.

The appointment of guardians for minors belongs to the tribunals of the domicil, and if Mrs. Bondurant had continued after the death of her husband to reside in Mississippi, to have a domicil there, that would have been the domicil of her child, and she would have been bound to ap-
227 ply for guardianship to the proper court of that State. She assumes an office unknown to the law of Mississippi, which is peculiar to the law of Louisiana, that of natural tutrix, which is the repeated assertion on her part of residence, domicil in the State of Louisiana, and this office enables her to administer the estate of her child without giving security which is required by law of guardians in the other States generally.

Of the mere intention to retain a domicil in a State different from that in which a person actually resides would suffice in any case to preserve citizenship, it certainly cannot have that effect when the person accepts offices and trusts at the place of residence which are not granted to citizens of other States except upon onerous conditions. Mrs. Bondurant could not have qualified as testamentary executrix without giving security except by satisfying the judge that she was a resident of the State of Louisiana. We will not do her the injustice to suppose that she intended to obtain all the privileges and advantages of an actual residence in Louisiana by an untrue statement in a solemn judicial proceeding. A mere visit to her father, with the intention to return to Natchez in a short time, would not
228 have authorized her to claim a residence in Louisiana for the purpose of obtaining letters as executrix without giving security. She ceased to be a resident of Mississippi immediately after the death of her husband; she had no means of preserving a domicil or citizenship in Mississippi except by residence, and it is not shown that she has spent a day at Natchez since she described herself, in her petition to the parish judge, as now residing in New Orleans. She has concluded herself on this point by her public acts and declaration, by her continued residence in Louisiana, not less than by her acceptance of the executorship and tutorship. If Mrs. Bondurant is a citizen of Mississippi, she is not legally the testamentary executrix of her husband's will, and the parish court of Tensas would be bound to vacate the appointment or to require her to give security, nor would that court have had the power to recognize her as natural tutrix, since the jurisdiction to appoint a guardian is vested in the proper court of the domicil. The consequence would follow that she is not legally qualified to enforce the rights of the succession in these representative capacities.

229 Our conclusion is that Mrs. Bondurant cannot be a citizen of the State of Mississippi for the purpose of giving jurisdiction to the circuit court of the United States, nor within the meaning and intent of the laws and Constitution of the United States and of the State of Louisiana, while she is exercising offices and trusts in Louisiana which require actual residence in the State.

Second. We entertain no doubt that the act of 3 March, 1875, under which the removal was demanded in this case, was intended to provide for and regulate the entire subject of the removal of causes from the State courts into the circuit courts. The first section of the act enlarges and extends the original jurisdiction of the circuit courts up to the full limit of the judicial power granted by the Constitution of the United States. This jurisdiction is declared to be concurrent with that of the

State courts; and the jurisdiction exclusive of that of the State courts is limited to crimes and offences cognizable under the authority of the United States and appeals from the district court.

The second section of the act relates exclusively to those cases
222 which may be removed from the State courts into the circuit courts; and it is in great part a mere repetition of that portion of the first section which relates to the original jurisdiction concurrent with that of the State courts, and there is no doubt that any suit of a civil nature, at law or in equity, falling within the original cognizance of the circuit courts, under this act, may be removed from a State court, on the terms and conditions prescribed in this act. Without intending so to decide now, because we do not find it necessary, we incline to the opinion that no suit can be removed, under this act, from a State court into the circuit court which could not have been brought in the circuit court by original process.

This case differs from that of Goodrich vs. Hunton just decided, in this respect, that in that case the litigation was between the same persons who were parties to the original suit, while in this case Watson was a stranger to the original suit. It differs also from Turnbull's case (16 Wallace) in that in this case there was a petition filed and citation and a writ of injunction were issued and regularly served on the
223 defendant; but it is precisely like Turnbull's case in the seessentials:

1°. That under execution on a judgment in a suit to which Watson was not a party his property was seized and was about to be sold.

2°. That he sought relief in the only court in the State which had jurisdiction under the law of the State.

3°. That he proceeded in the form prescribed by the law of the State.

It will be observed that in the Bank vs. Turnbull the removal was under the act of 2 March, 1867, which gives the right of removal to the citizen of a State other than that in which the suit is brought, whether he be plaintiff or defendant in "a suit," any suit, involving the requisite amount in a State court in which there is a controversy between him and a citizen of the State in which the suit is brought, and the attention of the court was directed to the fact that the proceeding under review was not a suit, but was in the nature of a motion. The court declined to consider that question because "conceding it to be a suit and not essentially a motion, we think it was merely auxiliary to the original action—a graft upon it—and not an independant and separate litigation."

224 There is no escape from the conclusion, if the decision of the court was correct in this case, that when a third person, not a party to a judgment, intervenes to protect his property seized under execution on that judgment in the court from which the process issued, that court alone has jurisdiction of the controversy, and that this proceeding, "conceding it to be a suit," is not removable into the circuit court ratione materiæ.

That decision was under the act of 1867, but the language of that act in describing what may be removed, "a suit," has a much broader meaning and extent than the words used in the second section of the act of 1875, in describing what may be removed, "any suit of a civil nature at law or in equity;" if there can be a suit in a State court, in which there is a controversy between a citizen of that State and a citizen of another State, not of a civil nature or an anomalous nondescript not at law or equity, it would seem ex vi termini that it must come within the act of 1867, and be removable under that act, all the other requisites concur-

ring, and it is equally clear that such a suit would not fall within the restricted terms of the act of 1875, and would not be removable
225 under that act.

If, therefore, the proceeding on the part of Turnbull & Co., by whatever name it may be called, was not removable under the act of 1867, as the court expressly decided it was not, it is because a suit means an original suit, not an auxiliary dependant, supplementary proceeding by which a third person interposes to prevent the sale of his property, seized under execution in satisfaction of a judgment in the original suit, to which he was a stranger. If such a proceeding was not a suit, within the meaning of the act of 1867, and therefore was not removable, there is no logic by which it can be shown that the proceeding on the part of Watson in this case is any suit of a civil nature, at law or in equity, within the terms of the act of 1875, and that is, therefore, removable under that act.

There is another reason in this case, which did not exist in Turnbull's case, and which we think conclusive. The whole object of this proceeding is to prevent the sale of Watson's property seized under execution, and to do this a writ of injunction pendente lite, to be made perpetual by final decree, was indispensable without the power to stay, by
230 injunction, proceedings in a court of the State; no tribunal could take cognizance of this proceeding. Under the act of Congress 2 March, 1793 (Rev. Stat., section 720), the circuit court could not take jurisdiction in such a case by removal from a State court, as wa expressly decided in Diggs and Keith vs. Walcott (4 Cranch), nor by original process, as was expressly decided in Haines vs. Carpenter (1 Otto), and as we have just had occasion to say in Goodrich vs. Hunton, this prohibitory law places such a proceeding as this beyond the power and jurisdiction of the circuit courts.

The reasoning and authorities cited in Goodrich vs. Hunton are equally applicable to this case, and are referred to and adopted here without being repeated. We conclude that the district court properly refused to grant the order of removal because of the citizenship of the parties, and because this proceeding is not such a suit as may be removed from a State court into the circuit court.

On the merits.

The Pleasant View plantation, situate in Tensas Parish, consisting of 1,400 acres of land and a large number of slaves, were inherited
231 by John Bondurant, Horace Bondurant, Albert Bondurant, and their nephew, Walter E. Bondurant, a minor. To effect a partition the entire property was sold at public sale by the sheriff, for three-fourth' cash, the other fourth, the minor's share, payable on his obtaining his majority, in March, 1862, with interest at 7 per cent., payable annually. The property was purchased by the major heirs, and the minor's share was $37,118.50. To secure this a mortgage was reserved in the sheriff's deed, of date 4 Dec., 1852, in which the clause was inserted by which the purchasers obligated themselves not to "alienate, deteriorate, or encumber said property to the prejudice of said mortgage," and this deed was recorded on the 6th Dec., 1852, and was reinscribed on the 8th Sept., 1865.

By subsequent partition a tract of 165, part of the 1,400 acres constituting the Pleasant View plantation, fell to John Bondurant, and on the 30th November, 1854, by public notarial act, duly recorded, he sold this tract to A. C. Watson for $5,775, or $35 an acre. Frank Watson

derives title through A. C. Watson, and it was proven that John Bondurant, from the time he acquired up to the date of his sale to Watson, had public, peaceable, notorious possession, and after that time the Watsons had possession in like manner.

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The interest was paid up to 4 Dec'r, 1862, and in March, 1854, a payment of $5,018.16 was made, which was credited on the capital sum. In Nov'r, 1867, Walter E. Bondurant received judgment for this debt with interest, and at sheriff's sale, under execution, he purchased the Pleasant View plantation for $4,478, less than half the interest due. Watson was in possession of the small tract purchased of John Bondurant, and Walter E. Bondurant, then a resident of Mississippi, brought suit against him in the U. S. circuit court at New Orleans to oust him. The case went to the Supreme Court of the U. S., and it was decided that Bondurant had not acquired this tract at the sheriff's sale, because the sheriff had not seized it as the law required. See the case 21 Wallace. This is the property seized under the alias writ and the subject matter of this litigation.

Plaintiff Watson maintains that the mortgage in favor of Walter E. Bondurant had lost its effect as to him by the failure to have it reinscribed before the expiration of the ten years, as required by art. 3333 C. C. (art. 3369 of the Revised Civil Code). Defendant contends that reinscription was not necessary in this case, because Watson is charged with notice by the pact de non alienando, and that the mortgage in favor of a minor need not be reinscribed.

233

We had occasion lately to examine the question of inscription and reinscription, so far as third persons are concerned, in the case of John J. Adams & Co., vs. Thomas Dannis, No. 6532, decided on the 2d instant, and we do not propose now to repeat what we said in that case. We remark, however, that subsequent investigation has only served to confirm the views we then expressed.

1° That under the positive law of Louisiana, as contained in the code and the statutes, nothing supplies the place of registry or dispenses with it so far as those are concerned who are not parties to the mortgage.

2° That when ten years have elapsed from the date of the inscription without reinscription before that time, the mortgage is without effect as to all persons whomsoever who are not parties to the mortgage.

We understand the effect of the pact de non alienando to be this: When a mortgage contains this stipulation, the sale by the mortgagor does not prevent the mortgagee from proceeding by executory process, and he need give no notice to the purchaser. The proceeding by executory process is a proceeding in rem, and if the title under which the mortgagor claims is such that he may thus proceed in rem, he need not notice any subsequent alienation of the mortgaged property by his mortgagor; just as in proceeding in admiralty against a ship, no subsequent change of master or of owner need be noticed by the libellant who proceeds against the thing itself which is liable to him.

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A little reflection will show that the pact de non alienando contains nothing that the law does not imply in every mortgage. The mortgagor, by the act of mortgage, binds himself personally and binds his property for the debt, and he necessarily obligates himself, morally and in law, not to deprive the mortgagee of the benefit of the security by alienating or deteriorating or encumbering the property to his prejudice. If the mortgagee records his mortgage, it is not in the power of the mortgagor to alienate or to incumber the property by any subsequent title which will impair or affect the mortgage.

If the mortgagee, instead of proceeding via executiva in rem
235 against the property, elects to sue his debtor in personam, and to attempt to enforce his judgment by execution via ordinaria, the pact de non alienando will not enable him to seize the mortgaged property in the hands of a third possessor, claiming the ownership. He must exhaust his remedy against property subject to seizure under the writ of fieri facias; and failing to obtain satisfaction by this means, he can reach the mortgaged property only by an action—the regular hypothecary action of our law against the third possessor; and his mortgage, if properly inscribed, is as available in this form of proceeding without the pact de non alienando as it would be with that stipulation. (Code of Practice, arts. 67, 68; Page vs. Generes, 6 Ann., 550. Desobry vs. Carmend, 9 Ann., 180.)

After the lapse of ten years without reinscription before that time, subsequent mortgages are not affected by the first inscription, and neither notice nor even the pendency of a suit on the mortgage dispenses with reinscription (see Sheppard vs. Cotton Press, 2 ann., 110; Succession of Jamory, 22 Ann., 205; Hyat vs. Gallier, 6 Ann., 321; Young vs. City Bank, 9 Ann., 193; Succession of Flower, 12 Ann., 216; Con. Ass'n vs. Wilson, 10 Ann.; Kohn vs. McHatton, 20 Ann.,
236 223; Britton & Kountz vs. Norment, 20 Ann., 508; Britton & Kountz vs. Jamsey, 21 Ann., 204; Blair & Co. vs. Taylor, 25 Ann., 148.)

The mere reading of article 3333 C. C. (art. 3369 of the Rev. C. C.) shows that the minor's mortgage, which need not be reinscribed, is that to which the property of their tutors is subject by law, as security for the administration of their estates, and there is nothing in the law to take the mortgage in this case out of the rule which imperatively requires reinscription.

The position of the parties was this: Dating from the 4th December, 1852, a mortgage properly inscribed secured to the minor, Walter E. Bondurant, his one-fourth of the estate inherited by him, or rather the price of his one-fourth. This mortgage, in virtue of the inscription, bound the property for and during ten years, without regard to any subsequent changes in title or possession. On the 6th Dec'r, 1862, this inscription pre-empted and lost its effects, even against the contracting parties, and it would have been the duty of the recorder to have cancelled and erased it on the application in writing of any party in interest (act of 1843, Rev. Stats. of 1870, sections 450, 3141, amend-
237 ing C. C. art 3333—Rev. C. C. 3369). From 30th Nov., 1854, Watson was the owner, and was in possession of the property in question. The mortgage which had affected the property, no longer incumbered it on his hands, because ten years had elapsed without reinscription. The mere failure to cancel the perempted inscription did not revive it; the article of the Code says the inscription must be renewed in the manner in which it was made. It was clear so far as the first inscription was concerned; the law, however, permits reinscription, and this mortgage was reinscribed on the 8th Sept., 1865, nearly 2 years after the first inscription had lost its effect even against the contracting parties. The reinscription gave it effect as a mortgage of the date of that inscription, but at that time the property no longer belonged to the debtors, the mortgagors, and it had no effect whatever against that property.

The plaintiff in injunction, Watson, demanded $2,000 in damages for the unlawful seizure of his property; the judge $250, without calling a jury. This was error. The Code of Practice, art. 313, requires

the judge, where a judgment by default is to be confirmed and
238 damages are to be assessed, to have a jury summoned and to give judgment in conformity with their verdict.

It is therefore ordered, adjudged, and decreed that the judgment of the court below be amended, so as to disallow the damages awarded to the plaintiff, and to that extent that the said judgment be avoided and reversed, and in all other respects that the said judgment be and it is hereby affirmed, the plaintiff and appellee to pay the costs of this appeal, defendant and appellant paying costs of the court below.

A true copy.
[L. S.] (Signed) FRANK WALL,
D'y Clerk.

Subpœna in chancery to Mrs. Ella F. Bondurant.—Issued 15th Nov'r, 1877.

UNITED STATES OF AMERICA:

The President of the United States, to the marshal for the district of Louisiana, greeting:

You are hereby commanded to summon Mrs. Ella Felix Bondurant, tutrix of the minor and executrix of the will of Walter E. Bondu-
239 rant, deceased, to appear before the honorable judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of December, 1877, then and there to answer a supplemental bill in chancery filed against her, wherein Franke Watson, a citizen of the State of Louisiana, is complainant, and said Mrs. Ella Felix Bondurant, tutrix and executrix, is defendant.

Herein fail not, and have you then and there this writ, with your endorsement thereon, how you have executed the same.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, this 15th day of Nov'r, in the year of our Lord one thousand eight hundred and seventy-seven, and the 102d year of American independence.

[L. S.] (Signed) F. B. VINOT, *D'y Clerk.*

The defendant is hereby notified that she is required to enter her appearance in the clerk's office of the United States circuit court, on or before the first Monday of December, 1877; otherwise the bill may be taken pro confesso.

(Signed) F. B. VINOT, *D'y Clerk.*

240 *Marshal's return.*

Received, Nov. 15, 1877, by the U. S. marshal, and on the same day served a copy of within subpœna in chancery on Mrs. Ella Felix Bondurant by handing the same to her in person at her domicile, No. 490 St. Charles, in this city.

(Signed) DAN. A. ROSE,
D'y U. S. Marshal.

Answer to supplemental bill.—Filed Dec'r 3d, 1877.

United States circuit court.

FRANK WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

This defendant, now and at all times hereafter reserving all manner of

benefit and advantage to themselves to the many errors and insufficiencies in said bill contained, for answer thereto, or unto so much or such parts thereof as these defendants are advised are material for them to make answer unto, this respondent answers and says:

She admits that she is tutrix of her minor child, as set forth
241 in complainant's supplemental bill, and that she is now temporarily resident in the city of New Orleans, and alleges that she is a citizen of the State of Mississippi.

Respondent admits that in her capacity aforesaid she caused a writ of execution to issue from the 13th judicial district court of Louisiana, under which the certain tract of land was seized as set forth in said supplemental bill, and that the complainant, Frank Watson, filed a petitory action, claiming said land, and obtained an injunction restraining the sale of said land until further order of the court.

Respondent admits that she applied to remove said suit in which said injunction had been issued, and that the judge of said 13th judicial district court refused to grant the order of removal prayed for, and that respondent, notwithstanding said refusal, did obtain and file a transcript of the proceedings of said suit in this hon. court.

Respondent admits that said injunction was dissolved as per order of this court, as per record in this cause.

242 Respondent admits that she did appeal from the decision of the lower court of the State of Louisiana, and that the judgment of the said lower court was affirmed by the supreme court of Louisiana in the words as set forth in complainant's supplemental bill.

But your respondent, further answering, shows that after the said cause was removed to this honorable court, that the said complainant, by his counsel, Merrick, Race & Foster, did appear and plead in the name of said complainant, claiming that said cause should be remanded to the 13th district State court, which plea was overruled and the case retained as rightly and lawfully within the jurisdiction of this circuit court of the United States; nevertheless, the said complainant did one year and more after the removal of said cause to this hon. court and the decision of this court thereon that the cause was properly removed, and at divers times afterward appearing for said complainant in said circuit court, the said complainant's counsel *counsel* did, without notice to this respondent, or her counsel, illegally procure a default to be taken against this respondent, and confirmed the same ex parte in the 13th judicial district court, and that your respondent was compelled by these
243 illegal acts of the said complainant, done in violation of the laws of the United States, and in contempt of the authority of this hon. court, to appeal from the decision of said State court to the supreme court of the State of Louisiana, in order that said appeal would enable this respondent, by means of a writ of error from the Supreme Court of the United States, directed to said supreme court of Louisiana, whereby justice might be finally done in behalf of this respondent.

Respondent shows that she has applied for said writ of error, and that the same has been granted by the chief justice of the supreme court of the State of Louisiana, and that she has given the bond required by law.

Respondent avers that the unlawful conduct of complainant has been unnecessary and vexatious, and tended to exhaust the substance of her minor child by heavy and unnecessary expenses in costs in protracted litigation.

And your respondent, further answering, avers that by the laws of Louisiana, explained in the revised civil code, art. 2442, it was not necessary

to the protection of her child's rights that said mortgage be reinscribed as between the parties thereto, or their heirs and assigns, and that the said Frank Watson, complainant, holding by an act of sale
244 from A. C. Watson, his father, who had purchased the property subject to the mortgage existing thereon at the time of purchase in favor of your respondent's deceased husband.

Your respondent further shows that on the 14th of November, 1867, the said mortgage became merged in a judgment which was duly recorded in the proper office, which said judgment was rendered by a court of competent jurisdiction, that could only be revised by an appeal to the supreme court of Louisiana (the which was never taken), or by an action of nullity brought within one year from the date of its rendition (the which was never brought), but the same was acquiesced in by all the parties to said judgment, and said judgment is res adjudicata upon the parties thereto and those claiming under them, and cannot be ignored by the supreme court of Louisiana.

Respondent avers and charges that said judgment has been revived by the issue of an execution in the case and by the pendency of the proceedings thereon in this court, as well as by being revived according to the law of Louisiana by service of citation on all the defendants, parties to the said judgment, before the expiration of the ten
245 years, as will more fully appear by a copy of proceedings of the revival hereunto annexed as proof and made part of this answer.

Your respondent avers and shows that the said judgment and rights thereunder was and is a contract with the State of Louisiana, and the which contract cannot be obliterated or impaired by the judgment of the supreme court of Louisiana, or by any court, and the decision of said supreme court of Louisiana, referred to and set forth in plaintiff's bill of complaint, is unconstitutional, null, and void, being in contravention of paragraph one of section ten of article one of the Constitution of the United States, and of act 110 of the constitution of the State of Louisiana.

And the said respondent denies that said complainant is entitled to the relief or any part thereof in his said complaint asked for and demanded.

And this defendant prays the same advantage of this aforesaid answer, as if she had pleaded or demurred to the supplemental petition of complaint.

And said respondent prays to be dismissed hence with the reasonable costs and charges in this behalf sustained.

(Signed) ELLA F. BONDURANT,
Tutrix.

(Signed) SAM'L R. & C. L. WALKER,
Solicitors for Defendant.

246 *Exhibit X, annexed to defendants' answer to supplemental bill of complaint and filed December 3d, 1877.*

To the honorable judge of the thirteenth judicial district court of the State of Louisiana, holding sessions in and for the Parish of Tensas:

The petition of Mrs. Ella Felix Bondurant, deceased, late of Natchez, Miss., and tutrix of her minor child, Walter E. Bondurant, the only issue of the marriage of the petitioner with her deceased husband, Walter E. Bondurant, as will appear from a duly certified copy of let-

ters testamentary and as tutrix hereto annexed for reference and for proof, marked Exhibit A and C, with respect represents—

That on the 14th day of November, A. D., 1867, said Walter E. Bondurant, petitioner's deceased husband, obtained a judgment against Albert Bondurant and John Bondurant, both of whom reside in the parish of Tensas, and Horace Bondurant, who resides in the parish of Catahoula, in solido, in a case entitled "Walter E. Bondurant vs. Albert Bondurant et al.," being suit 1242 on the docket of this hon'l court, a duly certified copy of which said judgment marked Exhibit B
247 and annexed hereto for reference and proof, is in the words and figures following, to wit:

13th district court.

STATE OF LOUISIANA,
Parish of Tensas:

WALTER E. BONDURANT
vs.
ALBERT BONDURANT ET AL.,

The case coming on for trial, and after hearing the parties by their counsel, and the law and the evidence being in favor of the plaintiff, Walter E. Bondurant, and against the defendants, Albert Bondurant, John Bondurant and Horace Bondurant, it is, by reason thereof, ordered, adjudged, and decreed that the plaintiff do have and recover judgment against the defendants in solido for the sum of thirty-seven thousand one hundred and eighteen dollars and fifty cents, with interest at the rate of seven per cent. per annum from the 4th day of December, A. D., 1862, until paid, subject to a credit of five thousand and eighteen dollars and sixteen cents, of date March 22d, 1854, and it is further ordered, adjudged, and decreed that the authentic act of mortgage which is the basis of this action be and the same is hereby rendered executory and ordered to be executed, and the following land therein described seized and sold to pay and satisfy said judgment, interest, and all costs, viz: The "Pleasant View" plantation, being
248 a certain cotton plantation on the Mississippi River, opposite Bruinsburg, and being the same conveyed to D. M. Bondurant by Dunlap and Green, containing six hundred and seventy-three (673) acres; also a tract adjoining the above-mentioned tract on the upper side, fronting on the Mississippi River, being the same conveyed to the said D. M. Bondurant by the heirs of Nailor, containing two hundred and seven (207) acres; also 960 of section 39 of township 12 of range 13 east, containing one and forty-eight $\frac{67}{100}$ acres; also No. 122, lot No. 6 of section of township 11, range 13 east, containing one hundred and ten $\frac{10}{100}$ acres; also No. 151, tract $\frac{1}{4}$, Nos. 1, 2, and 4 of section 2 of township No. 11 of range No. 12 east, containing three hundred and eleven $\frac{11}{100}$ acres; also No. 152, lot No. 7, section , township No. 11, range 12 east, containing one hundred and sixty $\frac{11}{100}$ acres; also lot 27, No. 166 of section , township No. 12, range 13 east, containing one hundred and sixty-four $\frac{28}{100}$ acres; also lot No. 1047 or fractional section 38, township No. 12 of range No. 13 east, containing one hundred and sixty $\frac{55}{100}$ acres, be the same more or less, and containing in all twenty-two hundred and thirty-nine acres.

249 Read and signed in open court this 14th day of November, A. D. 1867.

(Signed) E. D. FARRAR,
Judge 13th District.

Your petitioner further shows that the said judgment will be prescribed on the 14th of November, 1877, and cease to have any force or effect on that day unless revived in the manner provided by law, and that it is her duty, as natural tutrix of her minor child, to have the said judgment revived, and that she desires, and is entitled in her capacity as executrix and tutrix aforesaid, to have said judgment revived according to law, as declared in section 2813 of the revised statutes of Louisiana.

Wherefore petitioner prays that said Albert Bondurant and the said John Bondurant and the said Horace Bondurant be duly cited to answer this demand, and that the said judgment be revived in the name of petitioner, as executrix and natural tutrix, for the benefit of her minor child, and that the said judgment have full force and effect, as it is entitled to have in law; and petitioner prays *from* all general and equitable relief the case admits of or may require.

SAM'L R. & C. S. WALKER,
Att'ys for Petitioner.

Filed Oct. 6th, 1877.

JOS. CURRY, *D'y Clk.*

250 *Letters to executrix.*

Succession of Walter E. Bondurant, dec'd.

THE STATE OF LOUISIANA,
Parish of Tensas:

Parish court.

Be it known that by virtue of an order of the hon'l judge of said court, dated 19th June, A. D. 1874, I, Charles E. Steele, clerk of the court in and for said parish and State, do hereby issue these letters testamentary to Mrs. Ella Felix Bondurant, widow of Walter E. Bondurant, deceased, and I hereby invest her with full power and authority to do and perform all the duties and trusts incumbent on her as executrix of the last will and testament of said Walter E. Bondurant, deceased, she having taken and subscribed the oath by law required.

Witness my hand and seal of the court this 20th day of January, A. D. 1874.

[L. S.] CHAS E. STEELE, *Clerk.*

I hereby certify that the above is a true and correct copy of the original letters issued to Mrs. Ella Felix Bondurant, executrix of last will of W. E. Bondurant, now of record and on file in my office.

Witness my hand and seal October 1st, 1877.

[L. S.] JOS. CURRY, *D'y Clerk.*

Filed October 6, 1877.

JOS. CURRY, *D'y Clerk.*

251 *Letters to tutrix.*

Succession of Walter E. Bondurant, deceased.

STATE OF LOUISIANA,
Parish of Tensas:

Parish court.

Be it known and remembered that, by virtue of the authority in me

vested, I, James I. Matthews, clerk of the court in and for the above parish and State, have nominated, constituted, and appointed, and by these presents do nominate, constitute, and appoint, and confirm Mrs. Ella Felix Bondurant, natural tutrix of her minor child, Walter E. Bondurant, she having taken the oath by law prescribed.

Witness my hand and seal of said court this 1st day of Oct'r, A. D. 1877.

[L. S.] JAS. S. MATTHEWS, *Clerk.*

A true copy of the original now of record and on file in my office.
Witness my hand and seal of office this 1st day of Oct'r, 1877.

[L. S.] JOS. CURRY, *D'y Clerk.*

Filed Oct'r 6th, 1877.

[L. S.] JOS. CURRY, *D'y Clerk.*

Citation of A. Bondurant.

13th district court.

THE STATE OF LOUISIANA,
Parish of Tensas:

MRS. E. F. BONDURANT, TUTRIX, &C.,
vs.
ALBERT BONDURANT ET ALS. } No. 2609.

252 To Albert Bondurant, a resident of the parish and State aforesaid.

You are hereby cited to comply with the demand contained in plaintiff's petition, a certified copy of which accompanies this citation; or to file your answer in writing to the same in the office of the clerk of the 13th district court, at the town of St. Joseph, within ten (10) days after service hereof.

Witness the honorable Wade H. Hough, judge of said court and the seal thereof this 6th day of October, A. D. 1877.

[L. S.] JOS. CURRY,
D'y Clerk.

Sheriff's return.

Received the within citation together with a certified copy of same and plaintiff's petition on the 8th day of October, A. D. 1877, and on same day, month, and year I served the same by handing the aforesaid copies to Albert Bondurant in person and in this parish.

(Signed) JNO. W. REGISTER, *Sh'ff,*
By J. S. HODGE, *D'y Sh'ff.*

Filed Oct'r 9, 1877.

JOS. CURRY,
D'y Clk.

Citation of I. Bondurant.

THE STATE OF LOUISIANA,
Parish of Tensas:

13th district court.

Mrs. E. F. BONDURANT, TUTRIX, &C.,
vs.
ALBERT BONDURANT ET AL. } 2609.

253 To John Bondurant, a resident of the parish and State aforesaid.

You are hereby cited to comply with the demand contained in plaint-

iff' petition, a certified copy of which accompanies this citation; or to file your answer in writing to the same in the office of the clerk of the 13th district court, at the town of St. Joseph, within ten (10) days after service hereof.

Witness the honorable Wade H. Hough, judge of said court, and the seal thereof this 6th day of October, A. D. 1877.

[L. S.]

JOS. CURRY,
D'y Clerk.

Rec'd the within citation together with a certified copy of same and plaintiff's petition on the 8th day of October, A. D. 1877, and on same day, month, and year I served the same by handing the aforesaid copies to John Bondurant in person and in this parish.

JNO. W. REGISTER, *Sh'ff,*
By J. S. HODGE, *D'y Sh'ff.*

Filed Oct'r 9th, 1877.

JOS. CURRY,
D'y Clerk.

Citation of H. Bondurant.

THE STATE OF LOUISIANA,
Parish of Tensas:

13th district court.

Mrs. E. F. BONDURANT, TUTRIX, &c.
vs.
ALBERT BONDURANT ET AL. } 2609.

254 To Horace Bondurant, a resident of the parish of Catahoula and State aforesaid.

You are hereby cited to comply with the demand contained in plaintiff's petition, a certified copy of which accompanies this citation; or to file your answer in writing to the same in the office of the clerk of the 13th district court, at the town of St. Joseph, within fifteen (15) days after service hereof.

Witness the honl. Wade H. Hough, judge of said court and the seal thereof, this 6th day of October, A. D. 1877.

[L. S.]

JOS. CURRY,
D'y Clerk.

Sheriff's return.

On the 22d day of October, 1877, I served a certified copy of this citation together with a certified copy of plaintiff's petition in same case on H. Bondurant, by handing to his wife, Jane Bondurant, a free person over the age of 14 years, who was at and residing at the residence of H. Bondurant, he being absent from home at time of service 15 miles from the court-house.

R. B. HODGES,
D'y Clk.

Filed October 29th, 1877.

JOS. CURRY,
D'y Clk.

255 *Agreement.*

13th district court, parish of Tensas, La.

Mrs. E. F. BONDURANT, TUTRIX, &c.
vs.
JNO. BONDURANT ET AL. } 2609.

It is agreed between the parties hereto that this cause may not be tried at the ensuing term of court, Oct'r, 1877, but that the same shall be continued until the spring term, 1878.

(Signed) SAM'L R. & C. L. WALKER,
Atty's for Plaintiffs.

(Signed) REEVE LEWIS,
Att'y for Jno., Albert, and Horace Bondurant.

Filed Oct'r 19th, 1877.

JOS. CURRY,
D'y Clk.

THE STATE OF LOUISIANA,
Parish of Tensas:

I hereby certify that the foregoing 12 pages from page 1 to page 12 inclusive contain a true, correct, and complete transcript of all the documents filed, all the evidence adduced, and all proceedings had in the suit wherein Mrs. E. F. Bondurant, executrix and tutrix, is plaintiff, and Albert, Horace, and John Bondurant are defendants, No. 2609 on the docket of the 13th district court for the parish of Tensas.

256 In testimony whereof I have hereto set my hand and affixed the seal of said court this 31st day of October, 1877.

[L. S.] (Signed) JAS. I. MATTHEWS,
Clerk 13th Dist. Court.

THE STATE OF LOUISIANA,
Parish of Tensas:

I, Wade H. Hough, sole and presiding judge of the 13th judicial district court of the State of Louisiana, do hereby certify that James S. Matthews, whose genuine signature appears to the foregoing certificate, is, and was at the time of signing the same, the clerk of the 13th district court of the Parish of Tensas, and that his said certificate is in due form.

Witness my hand officially at St. Joseph, Louisiana, this 1st day of Nov'r, 1867.

(Signed) WADE H. HOUGH,
Judge 13th Judicial District,
State of Louisiana.

THE STATE OF LOUISIANA,
Parish of Tensas;

I, James S. Matthews, clerk of the 13th district court of the State of Louisiana, duly elected, commissioner, and qualified, do hereby cer-
257 tify that Wade H. Hough, whose genuine signature appears to the foregoing certificate, is, and was at the time of signing the same, sole and presiding judge of the 13th judicial district court of the State of Louisiana.

Witness my hand and seal of said court, this 1st day of November, A. D. 1877.

[L. S.] (Signed) JAS. S. MATTHEWS,
Clerk 13th D. Court.

Extract from chancery order-book, December rules, 1877, Monday, 3d.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

The defendant herein has this day by her attorneys, Sam'l R. and C. L. Walker, filed her answer to the complainant's supplemental bill.

Motion and order to assess costs.—Extracts from minutes of 6th December, 1877.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

On motion of Sam'l R. & C. L. Walker, of counsel for defendant, and on suggesting to the court that the injunction herein having been
258 dissolved and set aside by order of this court, and that the costs herein should be paid by the said Franke Watson, plaintiff in injunction, and that the said costs are to some extent unpaid, it is ordered that it be referred to the clerk to assess the costs (exclusive of damages, the which are reserved for future consideration) and to report upon the same without delay.

Exception to answer to supplemental bill.—Filed December 13th, 1877.

U. S. circuit court. In chancery.

FRANKE WATSON
vs.
ELLA FELIX BONDURANT, TUTRIX AND EXECUtrix. } No. 7560.

Exception taken by said complainant to the answer put in by the defendant to the said complainant's supplemental bill, the said exception being without waiver of complainant's objection to jurisdiction.

1ST EXCEPTION.—Complainant excepts to said last-mentioned answer, for that the said defendant hath not to the best and utmost of her knowledge, remembrance, information, and belief answered and set forth whether the said supposed mortgage of the 4th of December,
259 1852, claimed by the defendant, was not erased by the recorder of mortgages of the parish of Tensas, about the 3d day of January, 1877, and whether the same any longer appears on the mortgage records against the land in controversy.

2ND EXCEPTION.—For that the said defendant, Mrs. Ella F. Bondurant, tutrix and executrix, has not stated the date when, and time when, she alleges she applied for and obtained the said supposed writ of error to the supreme court of Louisiana, nor answered whether or no she had applied for such supposed writ of error, and obtained the same, when the supplemental bill of complaint was filed in this court.

In all which particulars the answer of said defendant, Mrs. Ella F. Bondurant, tutrix and executrix, to the supplemental bill, as the complainant is advisd, is imperfect, insufficient, and evasive, and the complainant therefore excepts thereto, and prays that the said defendant may put in a further answer to the said bill of complaint.

(Signed) MERRICK, RACE & FOSTER,
Of Counsel for Pl'ff.

Extracts from chancery order-book, 13th December, 1877.

260 FRANKE WATSON
vs.
E. F. BONDURANT, TUTRIX AND EXECUTRIX. } No. 7560.

The complainant has this day, by his solicitors, Merrick, Race & Foster, filed his exception to the defendant's answer to the supplemental bill.

Extract from chancery order-book.—Exception set down for argument 13th December, 1877.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

The complainant, by his solicitors, Merrick, Race & Foster, sets down for argument his exception to the defendant's answer to supplemental bill.

Order for commission.—Extract from minutes of December 17th, 1877.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

In this case, on motion of Merrick, Race & Foster, of counsel for plaintiff, and on suggesting to the court that there are witnesses who can be more conveniently examined under interrogatories in the
261 parish of Tensas, it is ordered by the court that H. A. Garrett, esq., U. S. commissioner, or any parish judge or notary public in and for the parish of Tensas and State of Louisiana, be appointed commissioner and examiner to take the testimony in said parish.

Order—exception sustained.—Extract from minutes of December 21, 1877.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

The exception to answer to the supplemental bill came on to be heard, and having been argued by counsel, it is ordered that the exception be sustained, with leave to the defendant to amend the answer within ten days.

Answer to complainant's exceptions to defendant's answer to supplemental bill of complaint.—Filed December 31, 1877.

United States circuit court.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

And now comes the defendant in the above cause, and for an-
262 swer unto the exceptions filed by *by* complainant to defendant's answer to his, complainant's, supplemental bill of complaint, says:

To exception first, "whether the supposed mortgage of Dec'r 4th, 1852, claimed by defendant, was not erased about the 3d day of , 1877, and whether the same any longer appears on the mortgage record against said land in controversy," answers and says that the defendant doth not know and cannot as to her belief otherwise, save as she is informed thereof by the plaintiff's supplemental bill, but defendant alleges that if said mortgages had been erased by the recorder as charged, that the said erasure was done without notice to this defendant, and without her knowledge and consent, and during the pendency of this suit in this court, and in violation of her rights as tutrix of her minor child.

And to the second exception set forth by complainant, "as to the date at which respondent applied for and obtained the supposed writ of error from the United States Supreme Court," respondent answers that she obtained said writ on the fifteenth day of December, 1877,
263 and after the filing of the complainant's supplemental bill of complaint.

E. F. BONDURANT, *Ex'x.*
(Signed) SAM'L R. & C. L. WALKER,
Of Counsel.

Extract from chancery order-book, December 31st, 1877.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

The defendant herein has this day, by her solicitors, Sam'l R. & C. L. Walker, filed her answer to complainant's answer to defendant's answers to complainant's supplemental bill of complaint.

Replication to answer to supp'l bill.—Filed January 7th, 1878.

U. S. circuit court.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, EXECUTRIX & tutrix. } No. 7560.

Replication of Franke Watson to the answer and amended answer of said Ella F. Bondurant, executrix and tutrix, to the supplemental bill.

This repliant, saving and reserving unto himself all and all
264 manner of advantage of exception to the manifold insufficiences of said answer to said supplemental bill, and also of the objections to jurisdiction for replication thereunto, saith that he will aver and prove his said supplemental bill to be true, certain, and sufficient in law to be answered unto, and that the answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant; without this, that any other matter or thing whatsoever in said answer contained material or effectual in law to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things this repliant is and will be ready to aver and prove as this honorable court shall direct, and humbly prays as in and by his said supplemental bill he hath already paid.

(Signed) By MERRICK, RACE & FOSTER,
Sol. for Plaintiff.

Extract from chancery order-book.—January rules, 1878, *Monday, 7th.*

WATSON *vs.* BONDURANT. } 7560.

Franke Watson, complainant herein, has this day, by his solicitors Merrick, Race & Foster, filed his replication to the answer and amended answer of the defendant to the supplemental bill.

265 *Order time to take testimony extended.—Entered and filed January 24th*, 1878.

FRANK WATSON *vs.* MRS. E. F. W. BONDURANT. } In chancery. No. 7560.

On suggestion to the court that the commissions sent to the parish of Tensas, have not been returned and that further time will be needed to complete the testimony, on motion of Merrick, Race & Foster, it is ordered that the time for taking the testimony in this cause be extended until the first rule day in March next.

Return to commission.—Received & filed January 25th, 1878.

Commission issued 17th Dec'r, 1877.

Circuit court of the United States, for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To H. A. Garrett, esq., U. S. commissioner, or any parish judge or notary public in and for the parish of Tensas, State of Louisiana.

Know ye, that reposing special trust and confidence in your integ-
266 rity and ability, we hereby authorize and *ability we hereby authorize and* require you, that you call and cause to come before you witnesses to be produced by the parties and them duly examine on the annexed interrogatories, on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein Frank Watson is plaintiff, and Mrs. Ella F. Bondurant, executrix and tutrix, is defendant; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed in this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this 17th day of Dec'r, anno Domini 1877, and the 102d year of the Independence of the United States of America.

[L. s.] (Signed) F. A. WOOLFLEY, *Clerk.*

Interrogatories annexed.

United States circuit court, district of Louisiana. In chancery.

FRANK WATSON
vs.
MRS. ELLA F. BONDURANT, EX'X AND TUTRIX. } No. 7560.

267 Interrogatories to be administered to witnesses to be produced, sworn, and examined in a certain cause now depending, and at issue in the said circuit court of the United States, wherein said Frank Watson is (by the removal of said cause) complainant, and said Mrs. Ella F. Boudurant, executrix and tutrix, defendant, and without prejudice to the said Watson's objection to the jurisdiction of this court:

First interrogatory. Do you know the parties, complainant and defendant in the title to these interrogatories named, or either, and which of them, and how long have you known them respectively, or such one of them as you do know? Declare the truth, and your utmost knowledge, remembrance, and belief herein.

Second interrogatory. State whether or no you have any knowledge or acquaintance with a tract of land situated in the parish of Tensas, in said State, designated as lot No. 7, in township 11, and range 12 east, in the district of land formerly subject to sale in Ouachita, Louisiana, under certificate No. 152, and being the same tract of land sold by John Bondurant and wife on the 30th day of November, A. D. 1854, to Augustus C. Watson, sr., containing about $165\frac{7}{100}$ acres. If you answer that you know said tract of land, or have any knowledge of it

268 State how long you have known said tract of land? Who have been in possession of said tract of land as owners since you have known it, or, at least, since 1854? If said tract of land is united to any plantation or other body of land, describe what plantation, or into what other body of land it is incorporated, if such be the case. If you shall answer that said tract of land forms a part of the plantation in the possession of said complainant, Frank Watson, as owner, state what damage the severance of said tract of land of $165\frac{7}{100}$ acres of land from the plantation of said Frank Watson would occasion him, and how much less in value the plantation of said Watson, the complainant, would be by the loss of said tract of $165\frac{7}{100}$ acres? State in what manner as to boundaries, situation, &c., said last-mentioned tract of land is attached to said Frank Watson's plantation, and why it is a benefit and advantage to said plantation, and why its severance therefrom would be an injury? Declare the truth of the several matters inquired after by this interrogatory according to the best of your knowledge, remembrance, and belief, with your reasons fully and at large.

269 Third interrogatory. Have you any acquaintance of the condition of the public affairs in the parish of Tensas, and State of Louisiana, during the years A. D. 1861 and 1862? Who was parish recorder of said parish of Tensas during the year 1862? State whether or no, during the whole of that year, parties could or could not have had mortgages reinscribed in the mortgage record? Was the said recorder at his office or away from the same? Was there any refusal on his part to receive acts for record or reinscription, or to record or to reinscribe the same? Would a reasonable effort to record or reinscribe have been availing or unavailing? State all you may know on that subject, and how you know it, and your means of information. Where does said recorder reside, if he is still living?

Fourth interrogatory. If you know, or have any means of knowing, whether Augustus C. Watson, sr., had knowledge of, or was ignorant of, the mortgage claimed by Walter E. Bondurant, deceased, previous to and at the time he purchased said lot No. 7, of said John Bondurant and wife, please state what you may know on that subject.

270 Fifth interrogatory. Do you know, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this case, or either of them, or that may be material to the subject of this, your examination, or the matters in question in the cause? If yea, set forth the same fully and at large in your answer.

(Signed) By MERRICK, RACE & FOSTER,
Solicitors for Frank Watson.

Depositions annexed.

United States circuit court, district of Louisiana. In chancery.

FRANK WATSON
vs.
MRS. ELLA F. BONDURANT, EXECUTRIX & tutrix. } No. 7560.

Deposition of witnesses produced, sworn, and examined on the day hereinafter named and stated, at my office in St. Joseph, Tensas Parish, Louisiana, under and by virtue of the annexed commission, issued out of the circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana, to take deposition in a certain cause pending and at issue between Frank Watson,

271 plaintiff, and Mrs. Ella F. Bondurant, executrix and tutrix, defendant, in said United States circuit court for the district of Louisiana, in chancery, and numbered 7560 on the docket of said court, in behalf of plaintiff, Frank Watson.

In pursuance thereof, AUGUSTUS C. WATSON, senior, a witness on behalf of said plaintiff, was produced, and having first by me been duly sworn on the Holy Bible to tell the truth, the whole truth, and nothing but the truth touching his knowledge of the matters propounded to him in the annexed interrogatories, on this 5th day of January, 1878, he doth depose and say, as follows:

(Reeve Lewis, esq., appearing as counsel for plaintiff, and no one appearing for defendant, before me, commissioner.)

To the 1st interrogatory he answers as follows: I know the plaintiff in said cause, Frank Watson; he is my son; I have known him ever since he was born—24 years ago; I have no personal acquaintance with Mrs. Ella F. Bondurant, defendant herein.

To interrogatory 2d he answers as follows: I have full knowledge of the piece of land enquired of in this 2d interrogatory, I being the party who purchased the same from John Bondurant and wife on the

272 30th day of November, A. D. 1854. I have known the said tract of land since A. D. 1850. Since the 30th day of November, 1854, said tract of land has been in possession of myself and my two sons, Augustus C. Watson, junior, and Frank Watson, plaintiff herein, as owners. It is united to, and incorporated with, and forms a part of the plantation of Frank Watson aforesaid, now known as the "Chetwing plantation," formerly known as one-half of "Lakewood plantation," which, up to January, 1875, belonged to said A. C., jr., and Frank Watson, in indivision. If said tract of land was severed from said planta-

tion (Chetwing) belonging to Frank Watson it would damage him at least in the sum of eight thousand dollars, for the reason that said tract of land comprises all the wood land attached to and belonging to said Chetwing plantation, and connects the same with the river Mississippi; consequently, if the said tract of land was detached from said Chetwing plantation, said Chetwing plantation would be diminished in value to the extent of at least eight thousand dollars.

To interrogatory 3d he answers as follows: I have a personal acquaintance with the condition of public affairs in the parish of Tensas,
273 State of Louisiana, during the years 1861 and 1862. Franklin M. Baker, now residing in St. Louis, Missouri, was recorder of said parish of Tensas during the year 1862. The said recorder resided in the town of Saint Joseph, in said parish, where the records of his office were kept in said year 1862, and both he, in his official capacity, and his said records, were fully accessible to any and all persons having business with him connected with his said office; parties could have had mortgages reinscribed, and their acts recorded during said year 1862, by said recorder, as he was always to be found at or within reach of his office, as the mortgage-record of that year shows that mortgages were recorded as late as April, 1862. I never heard of said recorder refusing to receive acts of record or reinscription during said year; a reasonable effort to record or reinscribe a mortgage would have been availing on the part of any one. I was frequently in St. Joseph, Louisiana, during said year, and always saw him in said town, where he kept his office and records. Said recorder, as I before stated, now resides in the city of St. Louis, Missouri.

To interrogatory 4th he answers as follows: I did not have any
274 knowledge of the mortgage claimed by Walter E. Bondurant, deceased, upon the tract of land in controversy in said suit, previous to and at the time of my purchase of the same from John Bondurant and wife. And I never knew anything about said mortgage until said Walter E. Bondurant instituted suit against me, A. C. Watson, jr., in the U. S. court in New Orleans. The certificate of mortgages as required by our civil code to be presented to the notary in passing a deed was waived by me in the deed that I received from John Bondurant and wife to said land, because at the time John Bondurant was my neighbor, and a wealthy and honorable man, and I had every confidence in his personal integrity; and I did not know that the said tract of land ever formed a part of the succession of Daniel Bondurant, deceased; and I saw no reason to doubt the title to said land in John Bondurant and wife.

To the 5th interrogatory he answers as follows: In my answer to the foregoing four interrogatories I have stated fully all the facts within my knowledge, touching the matters at issue in said suit, which are material to the interests of both parties, plaintiff and defendant, thereto.

(Signed) A. C. WATSON, SR.

275 Sworn to and subscribed before me this 5th day of January, A. D. 1878.

[L. S.] (Signed) HENRY A. GARRETT,
U. S. Commissioner.

And there not being time on said day to finish taking the testimony of the other witnesses to be produced by said attorney for plaintiff, F. Watson, I adjourned the taking of the testimony until Monday, January 14th, 1878, when AUGUSTUS C. WATSON, junior, a witness on behalf of said plaintiff, was then produced, and having been first sworn on

the Holy Bible to tell the truth, the whole truth, and nothing but the truth, touching his knowledge of the matters inquired of in the said interrogatories, he doth depose and say, as follows:

To the 1st interrogatory he answers: I know Frank Watson, plaintiff in this suit. He is my brother, and have known him from his infancy, being younger than myself. I do not know Mrs. Bondurant, never having seen her.

To the 2nd interrogatory he answers: I am familiar with the tract of land enquired of herein; have known it ever since I can remember, but did not know it was in controversy until Dr. W. E. Bondurant
276 brought suit for it against my father, A. C. Watson, senior, in the United States court in New Orleans; I was born in 1850, and my earliest recollection of the land was that it was the property of my father as owner, he being in possession thereof, then in possession of myself and Franke Watson, my brother, as copartners in indivision, then in my sole possession as owner, having purchased the interest of my said brother, and since early in the year 1875 it has been in the sole possession of my said brother Frank, plaintiff in this suit, as owner, he having purchased my interest in 1875; all by a regular chain of title as appears by the records of this parish; said land is united with that part of the Lakewood plantation now owned by said Frank Watson, and acquired by purchase from me early in 1875, and is and has been ever since the purchase by my said father from John Bondurant and wife a part of and incorporated with said portion of Lakewood plantation now belonging to said Frank Watson. The severance of said disputed land from that part of said Frank Watson's plantation to which it is united, would cause a damage to Frank Watson of at least six thousand dollars for the reason that said Frank Watson's part of said Lakewood plantation would be entirely devoid of wood land, and besides it would
277 break the connection of his said plantation with the Mississippi, River, with which said disputed land now unites it.

To the 3d interrogatory he answers: I was too young in 1851 and 1862 to know anything of the condition of public affairs, except that a great civil war was going on in the United States at that time. I remember seeing Frank Baker, the recorder for this parish, in the town of St. Joseph, where he kept his office, and was frequently at his house in 1861 and 1862; I do not know where said Baker now lives.

In answer to 4th interrogatory he answers: I know nothing of the matters inquired of in the 4th interrogatory.

In answer to the 5th interrogatory he answers: I know nothing further, except that my father, myself, and my brother, Frank Watson, by the said claim of title, have held open, peaceable, and notorious possession of said tract of land.

(Signed) A. C. WATSON, JR.

Sworn to and subscribed before me this 14th day of January, A. D. 1878.

[L. S.] (Signed) HENRY A. GARRETT,
U. S. Commissioner.

278 And on said day and at said place there was produced REEVE LEWIS, a witness in behalf of said plaintiff, Frank Watson, who having been duly sworn as aforesaid by me on the Holy Bible, deposes and says:

In answer to 1st interrogatory he says: I know the complainant, Frank Watson, and have known him since his birth, say 24 years; I

have a slight personal acquaintance with defendant, Mrs. Ella F. Bondurant, never having *since* her but once.

In answer to 2d interrogatory he says: I know the tract of land enquired of; have known it since 1849. Since 1854 it has been in possession of Augustus C. Watson, senior, and his two sons, A. C. Watson, junior, and Frank Watson, as owner', and is now in possession of Frank Watson as owner; said tract of land is united to the plantation now owned by Frank Watson, and which said plantation is part of the lands inherited by A. C. Watson, jr., and said Frank Watson from their mother, Olivia Watson, born McGill, and connects said tract of land so inherited by said Frank Watson and coming into his possession by purchase from A. C. Watson, jr., in 1875, with the river Mississippi. To explain
279 the title it will be necessary to refer to the several deeds to this land now of record in the recorder's office in this parish. If this tract of land in dispute was severed from the plantation of Frank Watson it would occasion him damage to the extent of at least eight thousand dollars, and would lessen the value of his other lands in that proportion, for the reason that it comprises the only wood land on said plantation; part of it is in a high state of cultivation and it connects said plantation with the Mississippi River uninterruptedly on a making bank.

In answer to the third interrogatory he says: I have a personal knowledge of the condition of affairs in Tensas Parish, Louisiana, during the years 1861 and 1862; Franklin M. Baker was parish recorder for Tensas Parish, Louisiana, in 1862; he resided and kept his office in the town of Saint Joseph, Louisiana, during the whole of said year; during the whole of said year parties could have had mortgages reinscribed in the mortgage records of this parish; the said recorder was at his office during 1862; I never heard of his refusing to receive or record or reinscribe acts during said year 1862; I was very intimate with him and
280 know that his pecuniary affairs were in such condition that he would have been only too glad to have done so if the opportunity was offered him; there was no business because people did not feel inclined to attend to business connected with the courts, though they could have done so if they wished, as there was no disturbance or invasion of this parish during 1862. I remember to have opened two successions myself as an attorney at law during 1862; I do testify that mortgages were recorded in the recorder's office of this parish during 1862; said recorder, F. M. Baker, now resides in Saint Louis, Missouri.

In answer to the 4th interrogatory he says: I have no knowledge of the matters inquired of in this interrogatory.

In answer to the 5th interrogatory he says: I know that there was free access to and communication with the parish of Tensas, Louisiana, and other parts of the so-called Confederacy during most of the year 1862. Further I know not.

(Signed) REEVE LEWIS.

Sworn to and subscribed before me this 14th day of January, 1878.

[L. S.] (Signed) HENRY A. GARRETT,
U. S. Commissioner.

281 THE STATE OF LOUISIANA,
Parish of Tensas:

I, Henry A. Garrett, aforesaid and undersigned United States commissioner, duly qualified and commissioned according to law, do hereby certify that I caused Augustus C. Watson, senior, Augustus C. Watson, junior, and Reeve Lewis, witnesses hereinbefore named and examined, to appear before me at the times and place before named, and after

publicly and solemnly swearing them to tell the truth, the whole truth, and nothing but the truth in answer to the annexed interrogatories, I then and there proceeded to examine them by propounding to them the said interrogatories and reducing, in my presence and that of said witnesses, to writing their answers thereto, and I caused said witnesses to sign their depositions in my presence as already stated.

In witness whereof I have hereunto set my hand officially this the 14th day of January, 1878.

[L. S.] (Signed) HENRY A. GARRETT,
U. S. Commissioner.

Return to commission.—Received & filed January 31st, 1878.

282 Commission issued January 10th, 1878.

Circuit court of the United States, for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To H. A. Garrett, esq., United States commissioner, or any parish judge or notary public in and for the parish of Tensas, Louisiana:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you, Robert Murdock and Robert Snyder, and them duly examine on the annexed interrogatories, on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein Frank Watson is plaintiff and Mrs. E. F. Bondurant, tutrix, &c., is defendant, and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of New Orleans,
283 this 10th day of January, anno Domini 1878, and the 102d year of the Independence of the United States of America.

[L. S.] (Signed) F. A. WOOLFLEY, *Clerk*,
By F. B. VINOT, *D'y Clerk.*

Interrogatories annexed.

U. S. circuit court. In equity.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

Interrogatories to be propounded to Robert Murdock and Robert Snyder, witnesses, who reside in the parish of Tensas, whose answers thereto, under oath, are to be read in evidence on the part of defendant in this cause.

1. Please state your name, age, profession or calling, place of residence, and state how long you resided in the parish of Tensas, and where were you during the years 1861, 1862, 1863, 1864, and 1865?

2. Where is the court-house, recorder's office, and other public offices situated at present in said parish, and where were the same located in the period from 1861 to 1865?

3. What was the condition of the parish of Tensas from 1861 to 1865? and state whether the courts were or were not regularly in ses-
284 sion, and whether the public business was continued uninterruptedly and as usual.

4. Was the office of the recorder of mortgages, &c., open during the period of the late war, and were the books and records of the recorder always accessible during the said period?

5. What became of the books and records of the recorder, during the war; were they kept in St. Joseph or were they removed from the parish?

6. What had one Frank M. Baker to do with the official business of the parish; what position did he hold?

7. If you say that the books and records of the office of recorder were not kept always in St. Joseph, state who removed them, where to and for what causes were they removed; whether they were carried away secretly or openly, and whether they were kept concealed or open to the public?

8. State all you know according to your recollection or information concerning the general condition of law and order in the said parish during the war, and about the condition of its public officers, and particularly the recorder's office and the records.

9. Was the business intercourse, travel, and transportation, between the parish and other localities free and uninterrupted during the
285 war of 1861–1865; was there free commercial intercourse and travel between the people of Tensas Parish and people from other localities and other States? State generally the circumstances.

(Signed) SAM'L R. & C. S. WALKER,
Solicitors for Defendant.

Cross-interrogatories.

Cross-interrogatories to be propounded to Robert Murdock and Robert Snyder, witnesses to be called on behalf of defendant in the above entitled cause:

1st Cross-interrogatory. What is your age, and where did you reside during the years 1861 and 1862?

2. Cross-interrogatory. Were you engaged in the Confederate service during the late war between the United States and the Confederate States? If you answer yea, state in what manner you were so engaged. If you answer no, on what ground were you exempted from service?

3. Cross-interrogatory. Were you or not acquainted with the late Walter E. Bondurant, dec'd? Was he engaged in the Confederate service; and, if so, what year did he enter the Confederate service?

4. Cross-interrogatory. What large fortifications held by the
286 Confederate armies were there on the Mississippi River above and below the parish of Tensas during the years 1861 and, especially, 1862? What years did these fortifications fall into the hands of the Union forces?

5. Cross interrogatory. Who was the parish recorder for the parish of Tensas, Louisiana, during the years 1861 and 1862? Where did he hold his office? What office did Reeve Lewis, esq., hold during that time, if any?

6. Do you know of any mortgage upon or conveyance of real estate in the parish of Tensas which was passed in the years 1861 and 1862, which was or were not recorded during that time in the mortgage and conveyance records of said parish of Tensas? If you answer yea, please tate the names of the parties to such act or acts of mortgage or con.

veyance, and whether or no the parties or any of them applied at that time to the parish recorder of said parish to have the same recorded? Declare the truth of the several matters inquired after by this interrogatory.

7. Cross-interrogatory. Did not the war produce a general stagnation of the business of b'ying and selling of lands and the incumbrance thereof while it lasted? If you answer no, mention what lands
287 were sold and what incumbered by mortgages in said parish were made or existed, during the years 1861 and 1862.

8. Cross-interrogatory. Did not the war produce a corresponding stagnation of business in the courts in nearly all the parishes of the State, except in a small number of cases in probate matters? If you answer no, state in what parishes the courts were held and business transacted as usual.

(Signed) By MERRICK, RACE & FOSTER,
Sol's for Plaintiff.

Depositions annexed.

U. S. circuit court. In equity.

FRANK WATSON
vs. } No. 7560.
MRS. ELLA F. BONDURANT, TUTRIX, &C.

Circuit of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

Depositions of witnesses produced, sworn, and examined on the day hereinafter stated, at my office in Saint Joseph, Louisiana, under and by virtue of the annexed commission, issued out of the hon. U. S. circuit court for the district of Louisiana, to take the depositions of Robert Murdock and Robert Snyder, in a certain cause pending
288 and at issue between Frank Watson, plaintiff, and Mrs. Ella F. Bondurant, tutrix, &c., defendant, on the part of said defendant.

On Monday, January 28th, 1878, Col. L. V. Reeves appearing on behalf of defendant and Reeve Lewis, esq., appearing for plaintiff, there was produced before me, Henry A. Garrett, United States commissioner, ROBERT MURDOCK, who having been by me sworn on the Holy Bible to tell the truth, the whole truth and nothing but the truth, touching his knowledge of the matters to be enquired into under the annexed interrogatories and cross-interrogatories, doth depose and say as follows:

In answer to the 1st interrogatory he says: My name is Robert Murdock. My age is 56, and I am a merchant, so-called. I reside at St. Joseph, La., and have resided in Tensas Parish, Louisiana, since 1853, with the exception of the year 1861 and part of 1862 in New Orleans. The balance of 1862 and part of 1863, I lived in St. Joseph. During nearly four months of 1863 I resided in Alton penitentiary in Illinois as a prisoner of war; in 1864 and up to May, 1865, I was in the Confederate service in North Louisiana and Arkansas.

289 In answer to the 2d int. he says: In the western portion of the town of St. Joseph, Louisiana, and in 1861 to 1865 at same place and are there still.

In answer to the 3d int. he says: In 1861 the parish of Tensas was in an organized condition, but from a period shortly before the fall of New Orleans, it was in a disorganized condition; that is from the close of 1861 to 1865 the parish of Tensas was in a disorganized condition.

In answer to the same interrogatory 3d, he says further: The courts were not regularly in session from the close of 1861 to 1865. The only public business that I remember being transacted was one or two meetings of the police jury.

In answer to the 4th interrogatory he says: No, except during 1861.

In answer to interrogatory 5th he says: To the best of my knowledge they were removed from the parish in the spring of 1862, and returned in August, 1865.

In answer to the 6th interrogatory he says: Frank M. Baker was recorder of the parish of Tensas from 1861 to 1865.

In answer to the 7th interrogatory he says: The records of the office of recorder were not kept always in St. Joseph, Louisiana, during
290 the years 1862 to 1865. From common report I learned that the police jury of the parish sometime in 1862 ordered the recorder to remove said records to a place of safety, and I believe they were removed to the neighboring county of Claiborne in Mississippi, just across the river, secretly, and kept concealed from everybody except the recorder, and were not open to the public.

In answer to the 8th interrogatory he says: There was no law and and less order in the parish of Tensas from 1862 to 1865. I do not know anything of the condition of the public offices during that period, as they scattered. I have answered about the recorder and his office above.

In answer to the 9th interrogatory he says: It was not free and uninterrupted after the fall of New Orleans. There was free commercial intercourse between Tensas Parish and points south to Port Hudson, Louisiana, and north to Vicksburg, Mississippi, until about April 10, 1863, after which period there was not free intercourse between the people of Tensas Parish and the outside world up to the surrender, 1865.

X interrogatories.

In answer to 1st x-interrogatory he says: I have answered in 1st direct.

291 In answer to 2d x-interrogatory: I was first engaged in the Confederate service as a cotton purchaser under appointment of J. D. D. De Bow, agent of the Confederate Government in 1872, the latter part, up to 1863. On May 1st, 1863, I was taken prisoner and carried to Alton, Ills., as before stated. On August 1st, 1863, I was released, and reached home August 9th, 1863. From 1864 to close of the war I was brigade commissary for Col. Isaac Harrison's brigade of cavalry.

In answer to the 3d x-interrogatory he says: Since the war I became acquainted with Dr. Walter E. Bondurant & knew not whether he was in the Confederate service.

In answer to the 4th interrogatory he says: Vicksburg and Port Hudson, in 1862; they fell into the hands of the Federals in the summer of 1863.

In answer to the 5th x-interrogatory he says: Franklin M. Baker was recorder of the parish of Tensas in 1861 and 1862. He held his office in St. Joseph, La. Reeve Lewis was clerk of the police jury during that time.

292 In answer to x-interrogatory 6th he says: I do not know of any such deeds and mortgages being passed and not recorded, nor do I know anything of the other matters enquired of in this x-interrogatory.

In answer to 7th x-interrogatory he says: The war produced a general stagnation of buying and selling lands and the encumbrance thereof while it lasted.

To the 8th x-interrogatory he says: It did produce stagnation in all business connected with the courts and connected with probate matters.

(Signed) ROBT. MURDOCK.

Sworn to and subscribed before me this 28th day of January, A. D. 1878.

(Signed) HENRY A. GARRETT,
U. S. Comm'r.

At the same time and place there was produced ROBERT H. SNYDER, senior, the plaintiff being represented by Reeve Lewis, esq., and defendant being represented by Col. L. V. Reeves, as before herein, and after having sworn said witness, produced on behalf of defendant, upon the Holy Bible to tell the truth, the whole truth, and nothing but the truth, touching his knowledge of the matters propounded to him herein,

293 he deposes as follows:

In answer to the 1st interrogatory he says: My name is Robert H. Snyder, senior; my age is 56, and I have been a merchant nearly all my life. I reside at Saint Joseph, Louisiana, and have resided in this parish since 1848. I resided in Tensas all the time from 1861 to 1865, except for three months during 1863, when I was a prisoner of war at Alton, Illinois.

In answer to interrogatory 2d, he says: In the western part of St. Joseph, and in 1861 to 1865 at same place, and are there still.

In answer to interrogatory 3d, he says: From 1861 to 1865, the parish of Tensas was in a disorganized condition.

In answer to same interrogatory he says: The courts were not regularly in session from the close of 1861 to 1865. The only public business that I remember being transacted was one or two meetings of the police jury.

In answer to the 4th interrogatory he says: No, except during 1861.

In answer to interrogatory 5th, he says: The records were not kept in St. Joseph during the war. I know they were removed during the war, and returned after the war ended.

294 In answer to the 6th interrogatory he says: Franklin M. Baker was the recorder of this parish during the war.

In answer to the 7th intrerrogatory he says: The records of the office of recorder were not kept in St. Joseph during 1862 to 1865. They were returned to Claiborne county, Mississippi, by the recorder to prevent their destruction. They were carried away secretly, and kept concealed from the public.

In answer to the 8th interrogatory he says: There was no law and no order in this parish from 1862 to 1865. The public offices of this parish were scattered. The recorder was here, but without records from 1862 to 1865.

In answer to 9th interrogatory he says: It was not free and uninterrupted after the fall of New Orleans. There was free commercial intercourse between Tensas parish, Louisiana, and points south to Fort Hudson, Louisiana, and north to Vicksburg, Mississippi, until about April 10th, 1863, after which period there was not free intercourse between the people of Tensas parish and the outside world up to the surrender in 1865.

X-Interrogatories.

295 In answer to the 1st x-interrogatory he says: I have answered this in direct int. 1st.

In answer to x-interrogatory 2nd he says: I was elected representative to the legislature from Tensas parish in 1862, and was therefore exempt from Confederate service.

In answer to x-interrogatory 3d he says: I have known Dr. W. E. Bondurant ever since he was a child, but do not know whether he was in the Confederate army or not.

In answer to 4th x-interrogatory he says: Vicksburg and Port Hudson, 1862. They fell into the hands of the Federal forces in the summer of 1863.

In answer to x-interrogatory 5th he says: Franklin M. Baker was recorder of the parish in 1861 to 1862, and held his office in St. Joseph, La. Reeve Lewis was clerk of police jury during that time.

In answer to x-interrogatory 6th he says: I know nothing of the matters enquired of in this interrogatory.

In answer to the x-interrogatory 7th he says: It did.

In answer to the 8th x-interrogatory he says: It did.

(Signed) R. H. SNYDER.

Sworn to and subscribed before me this 28th day of January, A. D. 1878.

(Signed) HENRY A. GARRETT,
U. S. Commissioner.

296 THE STATE OF LOUISIANA,
Parish of Tensas:

I, Henry A. Garrett, the undersigned and aforesaid United States commissioner in and for the parish of Tensas, Louisiana, duly qualified and commissioned by the United States circuit court holding sessions in and for the 5th judicial circuit of the State of Louisiana, do certify that I caused Robert Murdock and Robert H. Snyder, senior, witnesses hereinbefore named and examined, to appear before me at the time and place before named, after *after* publicly and solemnly swearing them to tell the truth, the whole truth, and nothing but the truth in answer to the annexed direct and cross-interrogatories, I then and there proceeded to examine them by propounding to them the said direct and cross-interrogataries and reducing in my presence and that of the witnesses their answers thereto with my own hand, and I then caused said witnesses to sign each his own deposition in my presence, as already stated.

In witness whereof I have hereunto set my hand and affixed the impress of my official seal this the 28th day of January, A. D. 1878, at my said office in St. Joseph, Louisiana.

[SEAL.] (Signed) HENRY A. GARRETT,
U. S. Comm'r, &c.

297 *Order for commission.—Extract from minutes of February 19th, 1878.*

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

On motion of Sam'l R. & C. L. Walker, of counsel for the defendant

in this suit, it is ordered that Thomas Farrar, esq., be appointed a commissioner of this United States circuit court to take testimony in this cause in the parish of Tensas, and that a commission do issue to said Farrar or any judge or justice of the peace for that parish.

Testimony for defendant.—Filed February 23d, 1878.

Testimony of Captain FARRAR:

Question. What is your name, residence and occupation?

Answer. My name is T. P. Farrar; I reside at St. Joseph, Tensas Parish; my occupation is that of practising lawyer.

Question. How long have you resided there?

Answer. I have resided there 1850.

Question. How long have you practised law?

Answer. I have been practising law since 1844.

298 Question. Where is the office of recorder of mortgages and conveyances in the parish of Tensas located?

Answer. It is located in the town of St. Joseph.

Question. And since how long?

Answer. Since 1843.

Question. In what part of the town is it located?

Answer. It is in the interior of the town, about 500 yards from the levee.

Question. What was the condition of the parish of Tensas during the late war, from 1861 to 1865?

Answer. In what respect?

Question. In regard to peace, order, the transaction of business, and the administration of the law?

Answer. There was no, or very little, business transacted; the law was not administered from 1862; April, I think, of 1862; there was no administration of the law; people were law-abiding, and didn't require it.

Question. During that period was there unlimited and unrestricted intercourse between the people of that parish and the rest of the States?

Answer. Well, no; I should say it was restricted; after the Federal fleet passed up the river, after the fall of New Orleans, there was a good deal of restriction in the intercourse between the people of the parish of Tensas and other parishes and States.

299 Question. Did business continue or did that operate as a suspension of business in commercial transactions?

Answer. This did operate as a suspension of business in commercial transactions to a very great extent; I don't think that there was anything to sell but a little cotton and a little pork and hogs we got hold of in the way of provisions; we got meal from the country occasionally.

Question. During the period referred to, was the office of recorder of the parish in operation?

Answer. No, sir; it was closed after April, 1862, until, I think, in September, or the latter part of August, 1865.

Question. Were the records kept there in their usual place during that term?

Answer. No, sir; they were not kept there so far as I believe, the office was closed. I didn't investigate the office; but I will state that the Federal officers, when they came into St. Joseph—when Grant came to Vicksburg—broke open the recorder's office and found nothing in it; so my belief was verified from this fact.

Question. And you could not get access to these records during that period?

Answer. No, sir; for I asked permission to see them, and
300 wanted to see them, and was told that they were not there, but were in the parish of Franklin concealed there for safety.

Question. In seeking the records did you make any inquiry in regard to what had become of them?

Answer. I did.

Question. What current and public information existed at that time in regard to the records?

Answer. The current statement and others made to me by the recorder and others were that the records were not in St. Joseph, but had been removed to Franklin Parish.

Question. For what purpose were they alleged to have been removed?

Answer. For the purpose of safety and preservation.

Question. How long were they kept concealed?

Answer. They did not make their appearance in the parish of Tensas until August, 1865, to the best of my knowledge and belief.

Question. Do you know whether any mortgages or sales were recorded in the parish of Tensas in these books during that time?

Answer. I don't know; I cannot say of my own knowledge; I don't know.

Question. Did you hear of any being recorded?

Answer. No, sir.

Question. You are generally familiar with the history of that
301 parish during that period?

Answer. Yes, sir.

Question. What connection had you for you to be familiar with the history of that parish and public affairs there? State your position and relation in the community and your participation in the transactions of the community at that time.

Answer. I was as I said before a practicing attorney and had been for a long time; I was a resident citizen of the town of St. Joseph, and felt great solicitude about these public records; the fact of my clients and friends having muniments of title recorded in these books as well as myself made me feel solicitous about their safety and I made inquiry and examination with reference to them.

Question. Have you examined the books, the mortgage records, during the periods from April, 1862, to August, 1865?

Answer. No, sir, I have not; I didn't think it was necessary; I have not examined them.

Question. Were the functions of public officers generally suspended during that period in the parish?

Answer. They were.

Cross-examination:

302 Question. How long did you remain in the parish after the breaking out of the war?

Answer. From the time of the breaking out of the war until March, 1862, I was absent from the parish in the army; I was taken with rheumatism and returned to the parish, my home, in March, 1862, and remained there until the close of the war.

Question. Were you acquainted with E. D. Farrar?

Answer. Yes, sir; very well.

Question. Is he any relation of yours?

Answer. He is a brother of mine.

Question. What office did he fill during the war?

Answer. I think he was judge of the district court.

Question. Embracing the parish of Tensas?

Answer. Yes, sir.

Question. Did he neglect his duty in any respect as a judge in the year 1862?

Answer. I think he did.

Question. Now what omission was there on his part?

Answer. The omission, I think, was to hold court.

Question. Was there any business to transact?

Answer. There were suits pending.

Question. Was there anybody that wanted to try cases?

Answer. Not to my knowledge.

Question. Did you want to try any?

Answer. I didn't want to try any.

303 Question. Do you know of a lawyer who wanted to try any?

Answer. I don't know of a lawyer who wanted to try any cases.

Question. Did your brother make any appointments of office during that time?

Answer. Not that I know of.

What fortifications were there above and below the parish of Tensas during the war?

Answer. On the west side of the river?

Question. On the east side of the river; anywhere along the river; about the year 1863; the summer of that year?

Answer. Well, I don't really I heard of Vicksburg and came through there; there was——

Question. You heard of Port Hudson?

Answer. Yes, sir.

Question. Have you had any interest in this case in any way as counsel or in any other manner?

Answer. I did have an interest at one time, but I don't remember to what extent; I acted as the attorney, at the request of Mr. Walker, to represent him in removing the case and filing the bond, and I believe I made a motion for the removal accompanied with the application.

Question. You have said that there was no deeds recorded?

Answer. I don't know whether there were or not; there may have been.

304 Question. You don't know whether there were any deeds recorded during the year 1862, or not?

Answer. No, sir; not from my own personal knowledge.

Question. Nor 1863?

Ans. No, sir.

Question. Now, do you know of any instance or have you heard of any instance during the war where parties who wanted to refer to the recorder's books were not able to refer?

Answer. I do not.

Question. Do you know of any instance where parties desired to have mortgages reinscribed during the war, and were not able to do?

Answer. No, sir.

Question. Now, have you any personal knowledge that the books were removed out of the parish during the year 1862?

Answer. No; I have no personal knowledge of that fact; I know that it was removed and believed, and that it was stated by the recorder that they were removed; as I have stated before, my belief that the

books had been removed was verified by the fact that when the Federal officers broke open the office, they found nothing in it; I know that I advised the removal of the books; advised it for the purpose of safety.

Question. When did the Federal fleet first pass up?

305 Answer. I think it was in May or June, 1862; it may have been July; I don't remember what month it was; it was not many months after the fleet passed New Orleans; my impression is that it was in June, 1862.

Question. During the war was there not stagnation in all sorts of business?

Answer. Yes, sir; a terrible stagnation.

Question. Do you remember of any sales of real estate made during the war?

Answer. No, sir.

Question. Or of personal property?

Answer. No, sir.

Question. Or by judicial authority?

Answer. No, sir.

Question. Who were the officers in Tensas Parish in 1862, that remained there as officers?

Answer. There was the sheriff, the clerk of the court part of the time; the clerk was very uncertain; he was most of the time about the parish; and the recorder.

Question. Who was the clerk of the court?

Answer. Mr. Miller was the clerk of the court.

Question. Who was the recorder?

Answer. Mr. Baker was the recorder.

Question. Where did Mr. Baker reside?

Answer. He resided in St. Joseph.

Question. Where did you reside?

Answer. In St. Joseph.

Question. Who was the clerk of the police jury?

306 Answer. I don't know who was the clerk of the police jury; Reeve Lewis was, I think; very likely he was; I know he was one time, and it is very likely he was at this time.

Question. During the year 1862, were any vessels stationed in front of St. Joseph?

Answer. Not that I know of; the Federal fleet stopped there one night; I think it was in June or July, 1862.

Question. That is the only time that you know of their stopping there?

Answer. That is during the year 1862.

Question. Where was the location of your residence in relation to the recorder's office?

Answer. About 450 yards from it; probably 500 yards from it.

Question. Was not the recorder there at his post?

Ans. He was in the house.

Question. How far was his house from the office?

Answer. His house was about 250 or 300 yards from the office.

Question. Did he never go to the office?

Answer. I don't know; I never saw him; he may have gone there; the office was closed whenever I saw it, and I could see it every day; I could see it from the road, from the levee; I never saw it open un-

307 til after the Federals broke it open, I think in May, 1863.

Question. How did the Federals get in?

Answer. I don't know about that; Mr. Baker had the key.

Question. Would there have been any trouble in getting the key, if anybody applied to him to do so?

Answer. I suppose not.

Question. Have you any personal knowledge that the records were removed from the recorder's office?

Answer. Mr. Baker told me that the records were safely concealed in the parish of Franklin, and I would not have kept quiet unless I believed this to be the fact.

Question. Have you any personal knowledge where the records were kept concealed?

Answer. I have no personal knowledge where the records were; they were kept concealed. The Federals that broke open the recorder's office afterwards got possession of the police jury books and destroyed them. (This last statement was voluntary on the part of the witness.)

Question. In regard to the fact that little or no business, judicial or otherwise, was done in that parish, was that peculiar to the parish of Tensas, or was it not the case in nearly all the parishes over the State of Louisiana?

308 Answer. I don't know as to the parishes, except the riparian parishes north of Red River.

Question. How far is Natchez below St. Joseph?

Answer. About 56 miles.

Question. How far is Vicksburg above?

Answer. About 70 miles.

Question. How far is Port Hudson below?

Answer. About 200 miles.

Question. How far is the mouth of the Red River?

Ans. About 115 or 120 miles.

Question. Were not people crossing the river during the year 1862 at St. Joseph and other places in the parish of Tensas?

Answer. Yes, sir; they were crossing all the time; there was no ferry.

Question. In the interior of the parish did the people have any trouble to get about.

Answer. In the interior of the parish they could get about very well in 1862.

Question. Had they any means of crossing the river in 1863?

Answer. Yes, sir; throughout the war they crossed in skiffs, which they had to hide about, and whenever the Federals came there they would search under my house.

Question. At what time was it that they searched under your house?

Answer. Every time the gunboats would come there after May, 1863.

Ques. What year?

Ans. May, 1863.

309 Question. How often did the gunboats come there after May, 1863?

Answer. I cannot tell you; every few days, the gunboats and the marine fleet together; I believe the marine fleet came out a little later.

Question. Were the flat boats destroyed prior to the capturing of Vicksburg, in 1863?

Answer. That I don't know; I rather think they were; I think that the Federal fleet after the fall of Vicksburg, destroyed nearly all the on the river.

Question. If they were destroyed, were they not replaced?

Answer. In some instances.

Question. Were there not large numbers of people crossing and re-crossing the river during the year 1862?

Answer. They were crossing backwards and forwards throughout the war; they crossed less in 1863 than in 1862; they would watch for a gunboat to get by, and they would cross.

Question. Then this restricted intercourse that you spoke of in your examination in chief would not apply to people that were energetic?

Answer. No, sir; anybody that was energetic and watchful could get across that river. If they would look up and down the river, and watch the river, they could get across.

310 Question. Did the Federals molest any private citizen that was crossing the river who wished to transact business?

Answer. Yes; they stopped them in several cases.

Question. Did they molest them?

Answer. They let them go.

Question. If any private citizen who asked permission to cross the river and had nothing contraband of war with him, was he allowed to pass?

Answer. Yes, sir; so far as I know; I know of several instances in which they allowed them to pass. They allowed my son, who was a little boy, and his companion to pass.

Question. In regard to your statement that you could not get access to the recorder's office, this would seem to imply that you had tried for some purpose to get permission to see the records and was prevented from doing so?

Answer. I did ask on one occasion to examine the records. I was told by Mr. Baker, the recorder, that they were not in the office, but were safely over in Franklin.

Question. What time was this that you made this request?

Answer. I don't remember; I think that was in 1862. I wanted

311 to see about the reinscription of a mortgage—how it was recorded—and when they told me they were all safe in Franklin, I gave myself no trouble about it.

Question. Did that statement satisfy you?

Answer. That satisfied me as to their safety.

Question. Did it satisfy you as to seeing them?

Answer. I would rather have seen them; I wanted to examine them.

. Would you rather have seen the records at St. Joseph, at that time, or have the knowledge that they were away?

Answer. I would rather have known that they were away and in safety.

Question. You say that the functions of officers were suspended. I wish to know what you mean by that. Do you mean that the officers were incapacitated in any way from performing their duty, if they wished to do so?

Answer. No; I do not. They didn't seem to have anything to do. I suppose that if a writ had been put into the hands of the sheriff he would have attempted to serve it.

Question. Would not your brother, if he had been applied to, perform judicial labor?

Answer. He was not there. He was in the parish of Madison. He would if he had been there. He left in 1862, and went to some part in Texas.

(Signed) THO'S P. FARRAR.

312 Sworn to and subscribed before me February 16th, 1878.

[L. S.] (Signed) W. B. KLEINPETER,
Not. Pub.

Return to commission.—Filed February 28th, 1878.

Commission issued February 14th, 1878.

Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To Henry A. Garrett, esq'r., U. S. commissioner, or any parish judge, or notary public in and for the parish of Tensas, State of Louisiana:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you witnesses, to be produced by the parties, and them duly examine on the annexed interrogatories, on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein Frank Watson is plaintiff and Mrs. Ella F. Bondurant, executrix and tutrix, is defendant, and the same examinations so taken and returned to writing, you certify under your hand and seal and send enclosed to this court without delay, to be read in
313 evidence on the trial of said cause, and send also this writ.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, the 14th day of February, anno Domini 1878, and the 102d year of the independence of the United States of America.

[L. S.] (Signed) F. A. WOOLFLEY, *Clerk*,
By F. B. VINOT, *Dy Clerk.*

Interrogatories annexed.

United States circuit court, district of Louisiana. In chancery.

FRANK WATSON
vs.
MRS. ELLA F BONDURANT, EX'X AND TUTRIX. } No. 7560.

Interrogatories to be administered to witnesses to be produced, sworn, and examined in a certain 'cause now depending and at issue in the said circuit court of the United States, wherein said Frank Watson is (by the removal of said cause) complainant, and said Mrs. Ella F. Bondurant, executrix and tutrix, defendant, and without prejudice to the said Watson's objection to the jurisdiction of this court.

314 First interrogatory. Do you know the parties, complainant and defendant, in the title to these interrogatories named, or either, and which of them, and how long have you known them respectively, or such one of them as you do know? Declare the truth and your utmost knowledge, remembrance, and belief herein.

Second interrogatory. State whether or no you have any knowledge or acquaintance with a tract of land situated in the parish of Tensas, in said State, designated as lot No. 7, in township 11, and range 12 east, in the district of land formerly subjected to sale at Ouachita, Louisiana, under certificate No. 152, and being the same tract of land sold by John Bondurant and wife on the 30th day of November, A. D. 1854, to Augustus C. Watson, sr., containing about $165\frac{7}{100}$ acres. If you answer that you know said tract of land, or have some knowledge of it, state how long you have known said tract of land. Who have been in possession of said tract of land as owners since you have known it, or, at least, since 1854? If said tract of land is united to any plantation or other body of land, described what plantation or into what other

body of land it is incorporated, if such be the case. If you shall
315 answer that said tract of land forms a part of the plantation in the possession of said complainant, Frank Watson, as owner, state what damage the severance of said tract of land of $165\frac{7}{100}$ acres of land from the plantation of said Frank Watson would occasion him, and how much less in value the plantation of said Watson, the complainant, would be by the loss of said tract of $165\frac{7}{100}$ acres. State in what manner as to boundaries, situation, &c., said last mentioned tract of land is attached to said Frank Watson's plantation, and why it is a benefit and advantage to said plantation, and why its severance therefrom would be an injury. Declare the truth of the several matters inquired after by this interrogatory, according to the best of your knowledge, remembrance, and belief, with your reasons fully and at large.

Third interrogatory. Have you any acquaintance of the condition of the public affairs in the parish of Tensas, and State of Louisiana, during the years A. D. 1861 and 1862? Who was parish recorder of said parish of Tensas during the year 1862? State whether or no during the whole of that year parties could or could not have had mortgages reinscribed in the mortgage record. Was the said recorder at his office or away from the same? Was there any refusal on his
316 part to receive acts for record or reinscription, or to record or reinscribe the same? Would a reasonable effort to record or reinscribe have been availing or unavailing? State all you may know on the subject, and how you know it, and your means of information. Where does said recorders reside, if he is still living?

Fourth interrogatory. If you know, or have any means of knowing, whether Augustus C. Watson, sr., had knowledge of or was ignorant of the mortgage claimed by Walter E. Bondurant, deceased, previous to and at the time he purchased said lot No. 7 of said John Bondurant and wife, please state what you may know on that subject.

Fifth interrogatory. Do you, or can you set forth any other matter or thing which may be a benefit or advantage to the parties at issue in this case, or either of them, or that may be material to the subject of this your examination, or the matters in question in the cause? If yea, set forth the same fully and at large in your answer.

(Signed) By MERRICK, RACE & FOSTER,
Solicitors for Frank Watson.

317 *Depositions annexed.*

Circuit court of the United States for the 5th judicial district, holding sessions in and for the district of Louisiana.

THE STATE OF LOUISIANA,
Parish of Tensas:

Depositions of witnesses produced, sworn, and examined on the day hereinafter stated, at my office in Saint Joseph, Louisiana, under and by virtue of the annexed commission, issued out of the circuit court of the United States for the 5th judicial district of Louisiana, to take depositions in a certain cause pending and at issue between Frank Watson, plaintiff, and Mrs. Ella F. Bondurant, tutrix, &c., defendant, on the part of said Watson, who, having been first duly sworn on the Holy Bible, on this 21st day of February, 1878, did depose and say as hereinafter set forth:

And plaintiff produced as a witness in his behalf ELI TULLIS, who, having been by me duly sworn according to law, deposes as follows:

In answer to interrogatory 1st, he says: I know Frank Watson,

plaintiff, but do not know Mrs. Ella F. Bondurant, defendant,
318 never having seen her. I have known Frank Watson since 1853, the year of his birth.

In answer to interrogatory 2nd, he says: I am acquainted with the tract of land referred to in said 2nd interrogatory. I have known it since 1850; since 1854 the land aforesaid has been possessed as owners by A. C. Watson, senior, A. C. Watson, junior, and Frank Watson, and is in the present possession of Frank Watson. Said tract of land is united to and incorporated with the part of the Lakewood plantation to said Frank Watson. The severance of said tract of land from the balance of Frank Watson's plantation would occasion Frank Watson damages of not less than six thousand dollars, and would lessen his property in value that much. Said tract of land lies east of the part of Lakewood belonging to Frank Watson, and connects said plantation uninterruptedly with the Mississippi River, and constitutes the only wood land attached to said Watson's plantation, from which he gets his wood to be used as firewood by his family and tenants, and as fuel for his steamgin.

In answer to interrogatory 3d, he says: I had an acquaintance with the condition of public affairs in the parish of Tensas, Louisiana,
319 during the year 1861 and 1862. Franklin M. Baker was parish recorder of Tensas Parish, Louisiana, during 1862. Parties could have had mortgages reinscribed in the mortgage records during that year, as the recorder's office was carried on as usual. The recorder was always accessible at his office, and his house where his family resided was only a few rods from the recorder's office. I do not know of any acts of refusal to perform any duty of his office; a reasonable effort to record or reinscribe would have been availing, as business was very dull in his office, and he was glad to get anything to do in his line. I was well acquainted with said recorder, meeting him almost daily in St. Joseph, and know the above stated facts from my own personal knowledge. Said Franklin M. Baker now resides in St. Louis, Mo., and is connected with Shryock & Co. there.

In answer to 4th interrogatory, he says: I know nothing of the facts asked in this interrogatory.

In answer to the general interrogatory to state any fact of importance: I would say that the clerk's, sheriff's, recorder's, and clerk of police jury offices were carried on as usual during 1862, and were in as full operation as the condition of business in the several offices justified.
320 I am not in possession of any information on the subject.

(Signed) ELI TULLIS.

Sworn to and subscribed before me this 21st day of February, A. D. 1878.

(Signed) H. A. GARRETT,
U. S. Commissioner.

JOSEPH MOORE, a witness in behalf of plaintiff, was then produced, and having been first by me duly sworn according to law, deposes as follows:

In answer to interrogatory 1st, he says: I know Frank Watson and have known him since 1860. I do not know Mrs. Bondurant, never having seen her.

In answer to interrogatory 2nd, he says: I am acquainted with the tract of land referred to and have known it since 1861. Augustus C. Watson, sr., A. C. Watson, jr., and Frank Watson have been succes-

sively in possession of said land as owners since I have known it. Said tract of land is united to and incorporated with that part of the Lakewood plantation belonging to said Frank Watson. I would say that the severance of said land from the balance of Frank Watson's plantation would occasion damages to said Watson of not less than
321 $5,775, as said land is clearly worth $35 per acre, there being 165 acres, and would lessen the value of Frank Watson's property to that extent. Said tract of land lies east of the part of Lakewood belonging to Frank Watson, and connects said plantation uninterruptedly with the Mississippi River, and constitutes the only wood land attached to Frank Watson's plantation, from which he gets his fuel for his family and tenants and steam-gin.

In answer to interrogatory 3d, he says: I had an intimate acquaintance with the condition of public affairs in the parish of Tensas during 1861 and 1862. Frank M. Baker was recorder of this parish during 1862. Parties could have had mortgages or any notarial acts recorded and reinscribed in the mortgage records during 1862, as the recorder's office was carried on as usual. The recorder was always accessible at his office, and his house, where he resided, was only a very short distance from the recorder's office. He never refused to my knowledge to perform any act in his official capacity, but had no resources except the fees of his office and would have been glad to have had anything to do in his office. I knew the recorder intimately, and met him daily, and
322 know that he was accessible at all times during 1862. The records of his office were not removed from the parish until early in 1863. The sheriff's, clerk's, recorder's, and other public offices were open and carried on as usual during all of 1862. I know those facts from my own personal knowledge. Frank Baker is now residing in St. Louis, Mo.

In answer to 4th interrogatory, he says: I know nothing about the facts inquired of in this interrogatory, and knows no further.

(Signed) JOSEPH MOORE.

Sworn to & subscribed before me this 21st day of February, 1878.

(Signed) H. A. GARRETT,
U. S. Comm'r.

On the 25th day of February, 1878, the said plaintiff produced before me FRANKLIN M. BAKER, a citizen of St. Louis, Mo., who is temporarily sojourning at this place, St. Joseph, Louisiana, and after having duly sworn said Baker according to law, having been produced as aforesaid, he deposes as follows:

In answer to interrogatory 1st, he says: I know Frank Watson, plaintiff, and have known him since he was a small child. I do not know Mrs. Ella F. Bondurant at all, never having seen her.

323 In answer to interrogatory 2nd, he says: I am not acquainted with the land inquired of and know nothing of the matters enquired of therein.

In answer to interrogatory 3d, he says: I have an intimate acquaintance with the condition of public affairs in Tensas Parish, Louisiana, during 1861 and 1862. I was the parish recorder of said parish during said years 1861 and 1865. During the whole of that year, 1862, parties could have had mortgages reinscribed in the mortgage records as part of said records were in possession of myself at St. Joseph, Louisiana, and part of them within a short distance of St. Joseph, Louisiana, in the neighbouring county of Mississippi, and were always accessible to me by my crossing the river. I was in St. Joseph, Louisiana, nearly all the

time in 1862. A reasonable effort to record or reinscribe a mortgage in the proper record would have been availing with me at any time during 1862, as I had no other resources than the fees of my said office. I do not remember that I ever refused to receive any acts for record or to reinscribe or record any mortgage that was offered to me. I re-
324 member Mr. Gillespie of this place wanted some records in 1862 or early in 1863, from my recorder's books, which were then in Mississippi, aforesaid, and I sent over and had them brought over without any trouble. I know what I have stated from my own knowledge. I now reside in Saint Louis, Missouri, and am traveling for the house of Shryock Bro's as a commercial traveller.

In answer to interrogatory 4th he says: I know nothing about this matter and know nothing further.

(Signed) FRANK M. BAKER.

Sworn to and subscribed before me this 25th day of February, A. D. 1878.

(Signed) H. A. GARRETT,
U. S. Comm'r.

THE STATE OF LOUISIANA,
Parish of Tensas, Town of Saint Joseph:

I, Henry A. Garrett, the aforesaid and undersigned U. S. commissioner in and for the circuit court of Louisiana for the 5th judicial district duly commissioned and qualified, do certify that I caused Eli Tullis, Joseph Moore, and Franklin M. Baker, witnesses hereinbefore named and examined to appear before me at the time and place before named, and after publicly and solemnly swearing them to tell the
325 truth the whole truth and nothing but the truth in answer to the annexed interrogatories, I then and there proceeded to examine them by propounding to them the said interrogatories and reducing in my presence and that of said witnesses their answers thereto with my own hand, and I then caused said witnesses to sign their several depositions in my presence, as already stated.

In witness whereof I have hereunto set my hand and affixed the impress of my official seal this the 25th day of February, A. D. 1878 at said town of St. Joseph.

[L. S.] (Signed) HENRY A. GARRETT,
U. S. Commissioner.

Application and order, time to take evidence extended.—Filed March 4th, 1878.

U. S. circuit court. In chancery.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX. } No. 7560.

And now comes Mrs. E. F. Bondurant, tutrix, &c., defendant, and on showing to the court that certain commissions to take testimony on the part of this defendant have not been returned, and on further
326 showing that this application is not made for the purpose of delay, defendant prays that the time for the taking the testimony in this cause be extended for ten days.

4 March, '78.

(Signed) EDWARD C. BILLINGS, *Judge.*
(Signed) SAM'L R. & C. L. WALKER,
Defendant's Solicitors.

Notice of motion for publication of testimony.—Filed March 8th, 1878.

FRANK WATSON
vs.
MRS. ELLA F. BONDURANT ET AL. } In chancery. No. 7560.

Messrs. Sam'l R. and C. L. Walker, counsel and solicitors for the defendant:

Take notice that the plaintiff will move the court on Tuesday next, the 12th instant, at 11 o'clock a. m., or so soon thereafter as counsel can be heard to enter an order of publication of the testimony in this case, the time fixed for the taking of the testimony having expired.

March 8th, 1878.

(Signed) By MERRICK, RACE & FOSTER,
For Plaintiff.

A. H. Wilson, being duly sworn, on oath says that to-day, Friday, March 8, 1878, he served a copy of the within notice on
327 Messrs. S. R. & C. L. Walker, by handing the same to Sam'l R. Walker, esq., in person.

(Signed) A. H. WILSON.

Sworn to and subscribed before me this 8th March, 1878.

(Signed) F. B. VINOT, *D'y Clerk.*

Petition and order, time for taking testimony extended.—Filed March 13th, 1878.

U. S. circuit court. In equity.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

And now comes the defendant, Mrs. E. F. Bondurant, tutrix, &c., and on showing to the court that certain commissions to take testimony on the part of this defendant have not been returned, notwithstanding due diligence has been exercised, and on further showing that this application is not made for delay but that such delay has been occasioned by the illness of the commissioner designated, and that a further extension of time is therefore necessary, defendant respectfully prays
328 the court that the time for the taking the said depositions be further extended for ten (10) days from this date.

13 March, 1878.

(Signed) SAM'L R. & C. L. WALKER,
Solicitors for Defendant.

Order.

Let the prayer of the within petition be granted.

March 13th, 1878.

(Signed) EDWARD C. BILLINGS, *Judge.*

Return to commission.—Filed March 15th, 1878.

Commission issued February 19th, 1878.

Circuit court of the United States, for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To Thomas Farrar, appointed a commissioner of the United States circuit court, or any judge or justice of the peace in the parish of Tensas, Louisiana:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, Thomas P. Farrar, Hugh Tullis, James Currell,
329 L. V. Reeves, and others, and them duly examine on the *on the* annexed interrogatories, on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein Frank Watson is plaintiff, and Mrs. E. F. Bondurant, tutrix, &c., defendant; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this 19th day of February, anno Domino, 1878, and the 102d year of the Independence of the United States of America.

[L. S.] (Signed) F. A. WOOLFLEY, *Clerk*,
By F. B. VINOT, *D'y Clerk*.

Interrogatories annexed.—Filed February 20th, 1878.

U. S. circuit court.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

Interrogatories to be propounded to Thomas P. Farrar, Leonard V. Reeves, James Currell, and Hugh Tullis, witnesses resident at
330 St. Joseph in the parish of Tensas, whose answers to these interrogatories, under oath, will be read in evidence on the part of the defendant on the trial of this cause.

Int. 1st. State name, residence, and occupation or professions?

2d. Were you not residing in the parish of Tensas during and before the late war of secession or during the years from the 19th June, 1861, to the month of January, 1865?

3d. Are you acquainted with the parties to this suit?

3d. Were either or both, that is to say, the father of the minor defendant and A. C. Watson engaged on the Confederate side in the late unpleasantness, and what part did they severally take? State if you know.

4th. What was the condition of affairs in Tensas during the late war? Were courts regularly held or not? When was the last term of court held, before or during the war, and when and what time after the cessation of hostilities?

4th. Where is the legal place of deposit of the public records, mortgages, &c., of the parish of Tensas?

5th. Were the records always, during the years mentioned, to be found in their proper office during the war or not; and if not, then where were they? State every particular fully, within your knowledge, regarding the subject of this interrogatory.

331 6th. Can you state how many mortgages were inscribed during the war, if any, or were there any other acts passed? If so, name them.

To Hugh Tullis, deputy recorder parish Tensas:

7. Examine the books of mortgages in your office and annex a certificate naming particularly title of said acts, No. of book, date, &c.

General interrogatory to all the witnesses:

8. If you know anything further to the advantage of the defendant herein, Mrs. Bondurant, tutrix, state the same as if fully interrogated thereto.

(Signed) SAM'L R. & C. L. WALKER,
Atty's for Def't.

We acknowledge on us a service of these interrogatories and require that they be filed in order that we may have access to them and take such action as is allowed us by the rules.

Feb. 18th, 1878.

(Signed) MERRICK, RACE & FOSTER,
Sol's for Complainant.

Depositions annexed.

STATE OF LOUISIANA,
Parish of Tensas:

By virtue of the annexed commission, to me directed as a special commissioner appointed by the honorable the circuit court of the
332 United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana, I, Thomas Farrar, as special commissioner under said appointment, have this day caused to come before me at my residence in the town of St. Joseph, Tensas Parish, the following-named witnesses, viz: Thomas P. Farrar, Leonard V. Reeves, and Hugh Tullis, witnesses in the suit styled Frank Watson vs. Mrs. E. F. Bondurant, tutrix, &c.. No. 7560, in said court pending, and having them first duly sworn on the Holy Evangelists to declare the truth, the whole truth, and nothing but the truth in answer to the annexed interrogatories, I proceeded with their examination as follows:

THOMAS P. FARRAR, being first produced, answers to interrogatory 1st: My name is Thomas P. Farrar; my residence, St. Joseph; my occupation, attorney at law.

To interrogatory 2d he answers: I was residing in the parish of Tensas before and during the greater part of the late war of secession. I resided in St. Joseph, in said parish of Tensas, up to May, 1861, and was absent from that time until March, 1862. I returned and remained until
334 May, 1863, when again I left and was absent until August, 1863. From August, 1863, until the present time said town and parish have been my residence constantly.

To interrogatory 3rd he answers: I am acquainted with the plaintiff, but not the defendant in this suit.

To interrogatory 4th he answers: I learned that both the father of the defendant and A. C. Watson were engaged on the Confederate side

in the late unpleasantness. The said father, Dr. Bondurant, was a surgeon in the Confederate service, and A. C. Watson raised a battery, called the "Watson Battery," and was absent some time.

To interrogatory 5th he answers: Affairs in said parish during said war were very much disturbed. No courts were held, save two in 1861. The last one, I think, was held in October, 1861, and were not again held until the conclusion of the war, in October, 1865.

To interrogatory 6th he says: The legal place of deposit of the public records, mortgages, &c., of the parish of Tensas is in a brick house, fire-proof, styled "the Recorders and Clerks' Offices," in the town of St. Joseph, adjacent to the court-house.

To interrogatory 7th he answers: The said public records were removed from said offices about the months of April or May, 1862.
334 They did not make their appearance again until about the month of August, 1865. I was always under the belief, and was told repeatedly, that the records were removed to the State of Mississippi early in 1862, and remained there until the close of the war. I have since learned, however, that during a portion of their absence they were concealed in the back part of Tensas Parish.

To interrogatory 8th he answers: I cannot state how many mortgages were reinscribed during the war, nor do I know of any other acts passed, and therefore cannot them.

To general interrogatory he answers: I know of no other facts of advantage to the defendant, except that after May, 1862, the mortgage records and those generally in the recorder's office were not accessible to me nor to the public generally during the remainder of the war, for I inquired for them with the object of examining them with reference to the interests of my clients and myself; was told they were in the State of Mississippi. During the time of their absence the recorder's office was closed save, I believe, on one occasion, when it was broken open by Wright's Cavalry, I think, in May, 1863. By common consent, after May, 1862, it was considered necessary that the public records should be removed from the office and kept concealed in a place
335 of safety, and the general belief was that if their place of concealment had been generally known, they would inevitably have been destroyed.

(Signed) THO'S P. FARRAR.

Sworn to and subscribed before me this 11th day of March, 1878.

(Signed) THOMAS FARRAR,
Special Commissioner.

HUGH TULLIS, being next sworn, answers:

I annex a full and complete certificate showing the deeds and mortgages inscribed in my office from January 1st, 1862, to January 1st, 1866. The dates in said certificate are all accurate. It was the custom of the recorder up to January 1st, 1865, and for some time thereafter, to date the inscription of acts in the record book as of the same date when said acts were filed for record, and hence it was possible for an act to bear date of record on the record book as of a date some time prior to its actual registry.

To general interrogatory he answers: I know nothing further of advantage to said defendant.

(Signed) HUGH TULLIS.

Sworn to and subscribed before me this 11th day of March, 1878.

(Signed) THOMAS FARRAR,
Special Commissioner.

336 LEONARD V. REEVES, being next sworn:

To interrogatory 1st he answers: My name is Leonard V. Reeves. I reside at Cottage Home, near St. Joseph, La. My profession is that of lawyer.

To interrogatory 2nd he answers: I was but temporarily absent from the parish from 1863 till 1865.

To interrogatory 3d he answers: I am acquainted with the plaintiff, but not the defendant.

To interrogatory 3d he answers: I do not know.

To interrogatory 4th he answers: They were very much disturbed. They were not. The last court was held in October, 1861, and no other court was held until after the surrender, October, 1865.

To interrogatory 4th he answers: In a building made of brick, embracing two rooms, one for the clerk's office and the other for the recorder's office, and situated in the southwestern part of St. Joseph.

To interrogatory 5th he answers: They were not. They were removed from the office during the war. I do not know where they were taken to during the war, or at what time. My impression always was that they were taken to the parish of Franklin, but I learned after
337 the war that they were taken to Jefferson County, Mississippi.

To interrogatory 6th he answers: I do not know.

To general interrogatory he answers: I know nothing further.

(Signed) L. V. REEVES.

Sworn to and subscribed before me this 12th day of March, 1878.

(Signed) THOMAS FARRAR,
Special Commissioner.

And after carefully reducing the several answers of said three witnesses to writing, I read them over to them, and thereupon having approved the same as taken down, they signed their said several depositions in my presence, after having been duly sworn as aforesaid.

And having finally finished the execution of the said annexed commission on this 12th day of March, 1878, I make this my written procès-verbal thereof.

Witness my hand and private seal this 12th March, 1878.

[L. S.] (Signed) THOMAS FARRAR,
Special Commissioner.

Commissioner's fees for executing this commission, $15.

Certificate annexed to deposition of Hugh Tullis.

338 THE STATE OF LOUISIANA,
Parish of Tensas:

I, Hugh Tullis, deputy recorder in and for the parish of Tensas and State of Louisiana, duly appointed and qualified, do hereby certify that the following is a true and correct abstract of all the titles and dates of record of all acts recorded or reinscribed in my office from January 1st, 1862, to January 1st, 1866, as also of the books and pages wherein said acts are recorded, as the same appear in my office:

Conveyances.

Vendor.	Vendee.	Date of record.	Book.	Page.
Reuben Chadwick et ux	David Terry	April 1st, 1862	Notarial, F	322
Jno. T. Harper et ux	F. D. Pickens	do	do	323
H. B. Hudson	J. S. Gillespie	do	do	325
W. E. Rapp et ux	J. T. Harper, R. B Lyrich tutor	do	do	327
D. Terry & wife	Ann Lee	April 3d, 1862	do	329
Pleasant N. Miller et ux	Geo. Henderson	do	do	330
T. J. Buck	G. P., Jane R. Murchison	do	do	332
Geo. P. & Jane R. Murchison	T. J. Buck	do	do	334
Kate A. Humphreys et con	P. King, J. Turner	April 8th, 1862	do	335
C. S. A. Miller	Emma L. Moore	do	do	336
C. S. A. Miller	Thos. McAllister	do	do	338
Thos. J. Buck	H. M. Brown	April 9th, 1862	do	339
F. D. Pickens	S. & L. Fischel	do	do	340
C. S. A. Miller	R. Snyder	April 12th, 1862	do	341
Thomas Freeland	Priscilla Daniel	April 14th, 1862	do	342
Priscilla Daniell	Caroline S. Daniell, ex x	do	do	343
R. C. Wickliffe, governor	David Riffle	do	do	345
339 S. B. Stampley	Vol. W. Stampley	April 15th, 1862	do	345
D. R. Carroll et ux	Julia A. Sharp	April 21st, 1862	do	346
W. L. Harper	Louisa Harper	Jan. 12th, 1863	do	348
H. G. Trueman et ux	Susan E. Griffin	Jan. 15th, 1863	do	350
F. D. Pickens	Michael Lewis	do	do	351
H. G. Trueman et ux	Prosper King	Sep. 20th, 1862	do	352
Martha King	Act of renunciation	Dec 12th, 1862	do	355
Julius Aronf	James Behan	Dec. 30th, 1'62	do	356
Wm. G. Hughes et ux	Gerard Brandon	Aug. 21st, 1865	do	356
Susan E. Griffing	H. G. Trueman	do	do	361
Jas. W. Collier				
C. S. A. Miller	Emma L. Moore	Sep. 21st, 1865	do	362
Geo. Douglas	James S. Douglass	Oct. 25th, 1865	do	363
Jno. Perkins	Joshua James	Oct. 28th, 1865	do	366
Jno. Densmore	Jas. Friendship	Nov. 3d, 1865	do	367
R. H. Snyder et ux	Jas. Friendship	Nov. 14th, 1865	do	368
A. J. Gibson	Wm. St. Clair	Nov. 15th, 1865	do	370
Jno. R. Ogden	Frances E. Ogden	Dec. 5th, 1865	do	371
L. B. Morris	Murphy & Gairns	Dec. 11th, 1865	do	374
L. E. Love	M. E. Brown	Dec. 23d, 1865	do	376

Mortgages.

Mortgager.	Mortgagee.	Date of record.	Date of reinscription.	Book.	Page.
Jas. S. Gillespie	H. B. Hudson	Ap'l 1st, 1862		Mortgage book C	341
Johnson Montgomery	Jno. G. Rye	Ap'l 2d, 1862		do	343
G. P. & J. R. Murchison	L. L. T. Peet	Ap'l 3d, 1862		do	344
Same	T. J. Buck	Ap'l 3d, 1862		do	345
T. J. Buck	L. L. T. Peet	Ap'l 3d, 1862		do	347
A. J. Bowie et ux	Henry Shepherd	Ap'l 4th, 1862		do	349
H. M. Brown	T. J. Buck	Ap'l 9th, 1862		do	352
Roseanna Snyder	H. M. Brown	Ap'l 12th, 1862		do	354
Wm. G. Hughes	Gerard Brandon	Aug. 28th, 1863		do	355
340 Gerard Brandon	Wm. G. Hughes	Aug. 21, 1865		do	357
R. F. & B. F. Montgomery	Alex. Montgomery	Aug. 21st, 1865		do	362
Louis Winston	A. W. Winston & D. Stanton	Aug. 21, 1865		do	363
H. G. Trueman	S. C. Griffind	Aug. 21st, '65		do	364
Jas. W. Collier	Mr. M. J. Collier	Aug. 21st, '65		do	366
A. J. & H. Bondurant	Sh'ff of Tensas		Sep. 8th, 1865	do	367
Jno. N. Helm	S. Duncan, agt	Dec. 4th, 1854	Sept. 13th, 1865	do	370
F. Bowman et ux	S. Duncan	Feb. 3d, 1855	Sep. 13th, 1865	do	373
Wm. E. Hall et ux	S. Duncan	Feb. 9th, 1855	Sep. 13th, 1865	do	376
A. Buckner	S. Duncan	M'ch 15, '55	Sep. 13th, 1865	do	379
Jno. Hunsicker et ux	S. Duncan		Sep. 13th, 1865	do	382
Mrs. S. McGill	Jno. C. Ricks	Sep. 28th, 1865		do	384
Wm. J. Briscoe	Wm. J. McLean	Oct. 20th, '65		do	387
Jas. Friendship	R. H. Snyder	Nov. 14th, '65		do	389
R. G. Davenport	J. S. B. Thacher	Nov. 20th, 1865		do	391
Prosper King	H. G. Trueman et ux	Nov. 28th, 1865		do	394
Jno. N. Helm	H. L Stanton, tutrix	Dec. 2d, 1865		do	397
Francis E. Ogden	Jno. R. Ogden	Dec. 6th, 1865		do	399
Bank of Louisiana	Fleming & Baldwin	Dec. 8th, 1865		do	403
Mrs. Ann Lee	Jno. Watt & Co	Dec. 13th, 1865		do	405
C. J. Bowman et ux	Heirs of M. G. Miller	July 13th, 1855	Dec. 23d, 1865	do	407
C. J. Bowman	Sh'ff of Tensas	Jan. 25th, 1855	Dec. 23d, 1865	do	409
R. W. McBride	W. A. Gorton & Castello	Jan. 5th, 1866		do	410

In testimony whereof I grant these presents under my official signature and seal of office, at St. Joseph, La., this 18th day of February, A. D. 1878.

[L. S.] (Signed) HUGH TULLIS,
Deputy Recorder, Tensas Parish, La.

341 *Motion for publication of testimony.—Filed March 21st, 1878.*

U. S. circuit court. In equity.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

On motion of Sam'l R and C. L. Walker, of counsel for defendant, in open court, and on showing to the court that the commissions herein issued to take the testimony in this cause have been duly executed, returned, and filed herein, it is ordered that publication be made of the testimony taken in this cause.

Notice of this motion was served on us on the 19th inst.
(Signed) MERRICK, RACE & FOSTER,
Sols. for Complainant.

MARCH 21, 1878.

Order: motion for publication lay over, &c.—Extract from minutes of 21st March, 1878.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX, &C. } No. 7560.

Ordered that the motion this day made in this case for publication of testimony lay over until Thursday, 28th instant, at 11 a. m.

342 *Order, motion for publication of testimony allowed.—Extract from minutes of 28 March, 1878.*

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, TUTRIX &C. } No. 7560.

On motion of Sam'l R. & C. L. Walker, solicitors for defendant, it is ordered by the court that the motion for publication of testimony herein made on 21st instant be allowed, and it is as follows, viz:

"On motion of Sam'l R. & C. L. Walker, of counsel for defendant, in open court, and on showing to the court that the commissions herein issued to take the testimony in this cause have been duly executed, returned, and filed herein, it is ordered that publication be made of the testimony taken in this cause."

Testimony for complainant and defendant.—Filed March 28, 1878.

United States circuit court, 5th circuit, and district of Louisiana.

FRANK WATSON

vs.

MRS. ELLA F. BONDURANT, TUTRIX AND EXECUTRIX.

343 Testimony taken on behalf of complainant under the 67th rule of practice of the courts of equity of the United States, before F. A. Woolfley, examiner duly appointed by the court aforesaid to take the depositions of witnesses in the above-entitled cause.

NEW ORLEANS, *February 23d*, 1878.

Present, E. T. Merrick, esq., solicitor for complainant; S. R. Walker, esq., solicitor for defendant.

Mr. Merrick offers in evidence, on behalf of complainant, the Exhibit X, annexed to the supplemental bill filed November 15, 1877;

Also, the citation on the appeal already on file, to the supreme court of the State of Louisiana, marked O;

Also, the mandate of the supreme court of the State of Louisiana, marked Y, filed November 15, 1877;

Also, the original deed of John Bondurant and wife to A. C. Watson, marked K K, and the certificate of the parish recorder annexed;

Also, the deed of A. Bondurant, marked L L.

Mr. Walker, for defendant, objects on the ground that no parti-
344 tion of property could prejudice the rights of the mortgagee, and that the deed L L is irrelevant and res inter alios acta as attempting to defeat a prior mortgage.

Mr. Merrick also offers in evidence the certificate of mortgages, marked R, which is objected to by Mr. Walker, for defendant, on the grounds above set forth.

Mr. Merrick also offers in evidence the original deed to A. J. & H. Bondurant, with the cancellation marked V.

Mr. Walker, for the defendant, objects to the entry of the cancellation as ex parte, in violation of law and the rights of the minor.

Mr. Merrick also offers for complainant the deed of A. C. Watson, sr., to Frank Watson, and A. C. Watson, jr., marked P.

Mr. Walker, for defendant, objects to that on the same grounds as before, and further that it is irrelevant and cannot prove title to avoid a mortgage at the date of the said deed.

Mr. Merrick offers in evidence the deed from A. C. Watson, jr., to Frank Watson.

Mr. Walker objects, as it is not admissible. The property was subject to mortgage, and the deed is not admissible against the title of the defendant.

Mr. Merrick offers in evidence the depositions of Reeve Lewis,
345 esq., A. C. Watson, sr., and A. C. Watson, jr., to be used only in the event that the question of res judicata set out in the supplemental bill is decided against the said F. Watson. None of this testimony is offered to defeat the issue made by the supplemental bill, marked Z.

Mr. Walker, for defendant, objects on the ground that the judgment was obtained in contempt of the authority of this court, as the same was

rendered one year and two months after the case had been removed and the record filed in this court, and that the same is null and void.

Mr. Walker, for defendant, offers in evidence the transcript first filed by him in the case of Watson against Bondurant, not to be retranscribed; also, the depositions of Robert Murdock and Robert Snyder.

Mr. Merrick objects on the ground that the judgment of the supreme court of Louisiana in the case of Frank Watson against E. F. Bondurant, as shown by the Exhibit Y, is res judicata until the same is reversed, and it is binding upon all parties, and the defendant cannot go behind said judgment.

Mr. Walker also offers in evidence the deposition of Thomas P.
346 Farrar, subject to the same objection and also subject to the objection of irrelevancy.

Mr. Walker also offers the deed of the sheriff of the parish of Tensas to George, Albert, John and Horace Bondurant. Also, the judgment of the 13th judicial district court in 1867 from the record in the suit of Walter E. Bondurant against Augustus C. Watson, marked D.

Mr. Merrick objects on the ground that the judgment is res inter alios acta; that neither the complainant nor those through whom he claims were parties to the same; that the judgment alone without the record of the suit is not evidence, and it is inadmissible; that the party against whom it is produced is entitled to the whole record of Walter E. Bondurant against Augustus C. Watson.

Mr. Walker offers the whole record filed November 1st, 1875, in case No. 6078 and the testimony annexed of Walter E. Bondurant, Reeve Lewis and Annie Bondurant; the whole record is offered.

Mr. Merrick, for complainant, objects on the ground that the proceedings in the said suit were between other parties and res inter alios acta; the testimony is inadmissible as against the decree of the supreme court of Louisiana already rendered in this suit of Watson vs. Bondurant.

347 NEW ORLEANS, *March 2d*, 1878.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX AND EXECUTRIX.

Testimony on behalf of the complainant resumed this day under notice.

Present E. T. Merrick, esq., solicitor for complainant; J. R. Walker, esq., solicitor for defendant.

JULIUS ARONI, a witness produced, sworn and examined on behalf of complainant, deposes and says:

By Mr. MERRICK for complainant:

Q. Are you acquainted with the condition of affairs in the parish of Tensas in the years 1861 and 1862?

A. Yes, sir.

Q. What opportunity had you of becoming acquainted with judicial affairs and such business transacted in the offices of the recorder and notary public and so on—business generally of the parish?

A. I resided in that parish since 1850 and resided there until 1869, I believe, when I moved here; prior to 1854 I was clerk of the court, and from that time I practised law in the parish. I resided since 1854 in St. Joseph, which is the parish seat.

Q. In the years 1861 and 1862 who was the parish recorder, if you remember?

348 A. I believe Frank M. Baker. I don't know what time he was made recorder, but he was recorder at that time. I think he was recorder in 1861.

Q. Where was the recorder's office?

A. In St. Joseph.

Q. What kind of records were recorded in that office; there were two kinds?

A. The recorder in the county parishes is ex officio notary public and he is the keeper of the mortgage and notarial records and maybe several books there which are kept by him. There was a special book for judicial mortgages.

Q. How does the term notarial record compare with our conveyance record here in New Orleans?

A. The recorder had separate books. One set is called the notarial record and the other one the mortgage records.

Q. What acts are recorded in the notarial records and what in the mortgage; is there not one for conveyances and the other for mortgages?

A. He records in the notarial records first, all acts which do not contain any mortgage and the acts which contain a mortgage are recorded in the notarial record and in the book of mortgages.

Q. The parish recorder kept both?

Answer. Yes, sir.

349 Q. And in the same office?

A. Yes, sir; as well as I remember, the recorder, whenever passing an act, commenced it by stating, "Personally appeared before me, recorder and ex-officio notary public," he having charge of both kinds of records in the same office.

Q. Was there any trouble in having an instrument recorded in the recorder's office in 1861?

A. None that I know of.

Q. How was it in 1862 as to business generally and the facility of having anything recorded in the office; state what you know about the office.

A. In 1862 there was not much business in the parish, but whatever there was could be attended to just as it always had been before. The recorder was there in 1862. I think the recorder resided in St. Joseph with his family, near by the recorder's office, if I am not mistaken. Whatever had any business there, if the recorder's office was not opened, could have it opened immediately.

Q. Was the office open that year during any time?

A. It was opened for all the business there was. There was not much business, but there was, as well as I can remember, no difficulty in having business attended to in the recorder's office.

350 Q. Look at that paper and see if you can refresh your memory in any respect?

Witness being shown document Y, states that he remembers some transactions with James Behan—I believe a town lot or a house—but I don't remember the particulars, or how it is given on that document.

At the instance of Mr. Walker, defendant's solicitor, document Y is offered in evidence by Mr. Merrick for the complainant at this time, in order to enable Mr. Walker to state his objections to it, which are as follows:

1st. That the certificate states the date of the recording instead

of the date of the filing the inscription, which of right should be done but which is a very imperfect statement of the time of filing.

2nd. The document is imperfect and incorrect in stating the date of the filing on these several dates. It is not the inscription of the mortgages at all.

Thereupon Mr. Merrick offers document Y in evidence.

Q. Do you know of any instance in which anybody wanted to pass an act of mortgage or conveyance duringt he year 1862—were unable to do so on account of the recorder?

A. I know of none.

351 Q. What means had you of knowing about the business transactions of the parish generally—whether you resided, in town near the recorder's office, practiced law, and had means of information, on these subjects?

A. I practiced law and resided in the town of St. Joseph, which is the parish seat where the recorder's office is kept. I was in the parish during the entire year of 1862. I know that the records were not removed from the parish until after the arrest of a number of citizens, I being one of them, about the first of May, 1863. When I returned from prison, in the fall of 1863, I found that during my absence records had been removed. I was intimately acquainted with the affairs of the parish and of the business going on in the clerk's and recorder's offices.

Q. Did you know Baker, the recorder, well?

A. Yes, sir; I have known him a great many years.

Q. Do you know Mr. Reeve Lewis?

A. Yes, sir.

Q. Was he there in the capacity of an officer of St. Joseph at that time, either as clerk of the police jury or any other office, that you remember?

A. He then commenced the practice of law. He resided in St.

352 Joseph. He had been clerk of the court, recorder, and clerk of the police jury.

Q. Have you any recollection that he resided there at that time?

A. Yes, sir; he did; he was arrested with me at the same time. He was a lawyer, and resided there in 1862.

Cross-examined by Mr. Walker for defendant:

Q. Subject to my objections, as stated, will you examine that document Y?

(Witness examines document Y.)

Q. Do you find any mortgages were reinscribed from the date there?

A. I find nothing except what is embraced there. Upon examining this report I find that the first mortgage there reinscribed is one of A. J. and H. Bondurant to the sheriff of Tensas Parish, dated September 8th, 1865, book C, page 367.

Q. Is it the custom of the recorder there, according to law, to endorse the date that it is filed?

A. When I gave to the recorder a document to be recorded, I saw that it was filed and he endorsed it when filed; and it frequently happens in the country that there are so many documents that weeks pass before a document that is filed can be recorded.

353 Q. What time did you say the records were removed?

A. They were removed before we were made prisoners. That was about the 1st of May or late in April, 1863. That was the first time the Federal soldiers came to Tensas; everything before that was going on smoothly.

Q. Were you there when the office was broken open by the Federal soldiers?

A. No, sir; I was under arrest.

Q. When did you leave?

A. I better state the particulars. Before the soldiers came to St. Joseph, a day or two before, I had crossed the Mississippi River and was in Rodney, and when I heard over there that the soldiers were in St. Joseph, and having my property in St. Joseph, thereupon I crossed the river, I believe in company with Judge Snyder and Mr. Brown, in a skiff. We landed below the town of St. Joseph, several miles below, where the soldiers were in waiting, and they arrested us. I was then taken to St. Joseph under arrest. When I came there I did not go to the recorder's office, but I heard that they had broken open the doors.

Q. I notice a number of names here on this document Y which purport to be placed of record on April 1st, 1862; look at the names
354 and say if they were not all residents of the parish.

A. Upon examining the list Y exhibited to me, I find that all the names mentioned there are parties who resided in the parish of Tensas, or who had property there or were otherwise identified with the affairs of the parish. That is on the first page. I was the attorney the succession of Daniels.

Q. Was it recorded the day it is stated there?

A. I attended to the business then. I don't know having seen the records.

Q. Do you know the law permits the recorder who receives the one he files, the benefit of the deed from the time it was put in the office?

A. Yes, sir; he always files it and endorses it the day it is recorded.

Q. Do you think it was recorded the very day it is stated there, or on other dates?

A. It looks to me very remarkable that so many documents were handed the recorder the same day, or recorded the same time. We never had that business so much in the parish as to pass so many deeds in one day.

Q. Do you remember when the books were returned from Mississippi?

A. I do not know; I was then sent off to another prison and did
355 not come home until the war closed.

Q. Were the books in the recorder's office when you came home?

A. I don't think that any business was done when the office was first open, when I first came back.

Q. What was the last court held in Tensas?

A. I cannot answer that with any precision. I don't think we had much court the year before we went away.

Q. Were there any courts held there from 1861 until 1865; that is, suing and being sued?

A. I don't remember and cannot tell. In looking over my old book which I brought from Tensas, I do not find any session of the courts in 1862. I think everything was suspended, but the office were kept open. I had a considerable amount of business to attend to and I attended to it, not through the courts. I had some estates in charge and that business was regularly attended to in 1862. As to the filing of suits, I don't think there was any court held; there was a general falling off and suspension of proceedings.

Q. Do you know when the records were taken away where they were taken to?

A. Only from hearsay. It was reported, after we came off as
356 prisoners, that when the soldiers came they broke into the office. That was in 1863, and whatever was left after that was removed to Mississippi. I don't think they were brought back until towards the close of the war. I did not return until 1865.

Q. You did not see, then, these acts recorded at the date they purport to be—sales and deeds?

A. I have not seen any recorded; I have not examined the record-book for that purpose.

Q. All these records, as I remark, have been made in 1862 up to a certain time?

A. There are som' in January, 1863.

Q. What is your impression with regard to them? Do you think it was recorded at that date; in 1863 the books were taken?

A. In January, 1863. There are two recorded in May, 1863, after I was in prison. Up to that time the books were there. The books were certainly in Tensas Parish in 1863.

Q. Will you swear they were in the office of the recorder at that time?

A. No, sir; I will not; I don't remember.

Q. Will you examine that record Y and state whether there are any dates of reinscription of mortgages at that time?

A. In the column of reinscription, I find the first reinscribed
357 to be in September, 1865.

Q. When is the last one before that?

A. There is none there.

Re-examined by Mr. MERRICK, for complainant:

Q. Was there not the same facility for recording mortgages as there was for recording conveyances?

A. Most undoubtedly; the same officer had the duty to perform. The one who had the deed to pass was the one who had to record it.

Q. After Confederate money became abundant, was there so much inducement for people to mortgage their property in order to get money, or was not money abundant with almost everybody after Confederate money came into use in 1862?

A. In 1862 the people of Tensas did not have much money, Confederate or any other kind. The first greenback I saw was when I was a prisoner. That was in May, 1863. I never saw any before. In 1862 Confederate money was pretty free, because towards the end of 1862 there was cotton sold to the Confederate government, and it was paid for in Confederate money. That was toward the end of 1862, but
358 I don't think there was any loaning of money. That kind of business was entirely at an end. There was no business attended to, simply because there was no business to attend to.

Q. In regard to the courts, were there any lawyers that desired, as you know, to compel a session of the court?

A. I think a man would have exposed himself to danger in trying to press a suit against a man in those days. I would not do it in 1862. There was a general feeling of indulgence and forbearance.

Q. You say you transacted some succession business?

A. Not through the courts. I had charge of places that were mortgaged, and I had my individual business.

Q. Were they filed in the probate court?

A. I did not file anything in 1862, during the war, that I now remember.

Q. State the date, from this document Y, who was the recorder of mortgages after the war—the recorder of the first mortgage?

A. I find the first mortgage to be on the 18th August, 1865, from Hughes to Brandon, which should be his name.

Q. How many mortgages intervene between that and the date of the reinscription that you speak of now, the Bondurant mortgage?

A. Leaving out 1862?

359 Q. Yes.

A. There are seven of them.

By Mr. WALKER, for defendant:

Q. You have already stated, if I mistake not, that the mortgage to J. H. and H. Bondurant is the first appearing on this document to be reinscribed?

A. Yes, sir.

By Mr. MERRICK, for complainant:

Q. Was not business generally, during the war, in a state of stagnation?

A. Entirely so; I speak now of the parish of Tensas.

Q. Was there any trouble, during the year 1862, crossing the river, travelling generally where you pleased?

A. There were no regular steamboats running on the river. Communication was either suspended in crossing the river, or it was difficult to cross.

Q. Would there be any trouble for an energetic man in getting across the river in 1862?

A. No, sir; none; not in 1862.

Q. Was there not an unusual amount of travel during the war—a great deal more than there was before?

A. No, sir; I think not. The facilities were much lessened.

Q. How about during the year 1862, than subsequently, as far as you know?

360 A. The principal crossing of the Mississippi River dividing Tensas from Jefferson and Claiborne County, Mississippi, or opposite there, was done in skiffs. There was no difficulty in obtaining a skiff in going over.

Q. In 1862?

A. In 1862. I am not certain whether the boats were not running. I know I went to Mississippi, as I said before, and returned from Rodney in a skiff. I had no trouble in getting a skiff to take me to the Louisiana side, when I was arrested, but up to that time I don't think there was any interference with business or anything else.

(Signed) JULIUS ARONI.

Subscribed and sworn before me March 2, 1878.

(Signed) F. A. WOOLFLEY,
Examiner.

Mr. Walker, for defendant, objects to all testimony touching the preemption of the original mortgage, as inadmissible, and cannot be received as contradicting the judgment of Supreme Court of the United States, in the case of A. C. Watson against Bondurant, 21st Wallace,

361 which judgment is res judicata between A. C. Watson and those claiming under him; that the said mortgage was merged into a judgment on the 9th November, 1867, by a competent court, and that the judgment duly recorded is res judicata against the plaintiff's father, his heirs and assigns, and those claiming under him.

Mr. Merrick, for complainant, offers in evidence from Exhibit X, the suit of Walter Ernest Bondurant against John, Horace, and Albert Bondurant, from page 40 to page 58, inclusive, up to the 10th line inclusive.

The above suit is offered for the purpose of showing that the suit is one by via ordinaria, and also to show that the mortgage so merged into the judgment cannot be extended beyond the parties in the suit.

Mr. Merrick also offers in evidence the depositions of Eli Tullis, Joseph Moore, and Frank M. Baker, taken under commission, returned to this court and filed February 28th, 1878.

Mr. Walker, for complainant, objects to this testimony, as proving title to real estate by parole, and subject to further objection.

362 The testimony taken by the complainant this day (March 2d, 1878) is taken subject to the conditions mentioned in the testimony taken the 23d February, 1878, viz, that it is not to be used, only in the event that the question of res judicata under the decree of the supreme court of Louisiana should be overruled.

NEW ORLEANS, *March 18th*, 1878.

Testimony resumed.

Present, E. T. Merrick, Esq., for complainant; J. R. Walker, Esq., for defendant.

Mr. Walker offers on behalf of the defendant the testimony of Thomas P. Farrar, Hugh Tullis, deputy recorder, with certificate annexed to his deposition taken before Thomas Farrar, special commissioner; also, the deposition of Leonard B. Reeves, taken before the same special commissioner.

Mr. Merrick, for complainant, objects to the foregoing, on the ground that the delay for filing cross-interrogatories or objecting to the interrogatories was not accorded to him; that the interrogatories are leading, and the testimony of said witness is hearsay, and that all of said testimony is inadmissible under the issue made; that the decree of the supreme court of the State of Louisiana is res judicata and conclusive, so long as not reversed.

363 It is admitted that the citation in error now produced by complainant's counsel in the cause of Frank Watson vs. Mrs. E. F. Bondurant, tutrix and executrix, marked Exhibit A, B, C, and produced at the request of defendant's counsel, was served on the said Frank Watson on the 18th day of February, 1878; also, that a citation in error in said case was served on Messrs. Merrick, Race and Foster in the latter part of December, 1877.

Testimony closed.

UNITED STATES OF AMERICA,
District of Louisiana, ss:

I, F. A. Woolfley, examiner, duly appointed by the circuit court of the United States for the district of Louisiana to take the testimony in this case, do hereby certify that on the day named in the proceedings before me, hereto annexed, I was attended by the counsel and witness aforesaid; that the said witness, Julius Aroni, was duly sworn, his deposition was reduced to writing, read by him, and subscribed in my presence.

I further certify that the complainant introduced in evidence the following exhibits and depositions of witness, taken under commission, to wit, Exhibits X, O, Y, KK, LL, R, U, P, S; depositions of Reeve

364 Lewis, A. C. Watson, sr., A. C. Watson, jr., Eli Tullis, Joseph Moore, and Frank M. Baker, and produced at the request of defendant's counsel the citation in error, marked Exhibit A, B, C.

I further certify that defendant introduced in evidence the following exhibits, records, and depositions of witnesses taken under commission, to wit, the transcript filed in said court November 1st, 1875, depositions of Robert Murdock, Robert Snyder, and Thomas P. Farrar; sheriff's deed, marked B; judgment, marked D; the record of suit No. 6078 of said court, entitled W. E. Bondurant vs. Augustus C. Watson, and the depositions of T. P. Farrar, Hugh Tullis, and Leonard B. Reeves.

New Orleans, March 18th, 1878.

(Signed) F. A. WOOLFLEY,
Examiner.

Memo. by clerk.

Exhibits X and Y, and depositions of Reeve Lewis, A. C. Watson, sr., A. C. Watson, jr., Eli Tullis, Joseph Moore, and Franklin M. Baker, offered in evidence by complainant, and referred to in foregoing certificate of examiner, are transcribed respectively at pages one hundred & fifty-four (154) & two hundred & thirteen (213) of this transcript.

365 *Exhibit KK, offered in evidence by complainant, February 23d,* 1878.

UNITED STATES OF AMERICA,
State of Louisiana, Parish of Tensas:

Before me, Reeve Lewis, recorder in and for the parish of Tensas, duly commissioned and sworn, and in presence of the witnessess hereinafter named and undersigned, personally appeared John Bondurant, a resident citizen of the said parish of Tensas, who declared and said to me, recorder, that for and in consideration of the sum and price hereinafter mentioned and expressed, he has this day bargained, sold, transferred, conveyed, and delivered, and by these presents does hereby bargain, sell, transfer, and deliver unto and in favor of Augustus C. Watson, who is a resident citizen of this parish, here present, accepting this act and releasing me, recorder, from all liability on account of the non-production of the certificate of mortgages required by article 3328 of the civil code of Louisiana, all the following mentioned and described land, to wit: The lot number seven, in township eleven of range twelve
366 east, in the district of lands subject to sale at Ouachita, Louisiana, containing one hundred and sixty-five acres and eleven hundredths of an acre, as per certificate No. 152. Now the price and consideration of said sale is declared by the parties to be the sum of five thousand seven hundred and seventy-five dollars ($5,775.00), paid and to be paid as follows, to wit: The sum of two thousand eight hundred and eighty seven $\frac{50}{100}$ dollars cash, the receipt whereof is hereby acknowledged, and the balance, $2,887.50, is evidenced by the draft of said A. C. Watson on Beck and Ricks, merchants of New Orleans, and accepted by said Beck & Ricks, due and payable on the first day of January, A. D. 1856, with eight per cent. per annum interest thereon from date till paid, said draft bearing even date herewith, and after having been paraphed "Ne varietur" by me, recorder, to identify it with this act, was handed to said vendor, who hereby acknowledges receipt thereof.

To have and to hold the said land unto the said purchaser, his heirs

and assigns, to their proper use and behoof forever. And the said vendor, for himself and his heirs, shall and will warrant and forever defend the said land against the legal claim or claims of all and every person or persons whomsoever by these presents, and the said
367 vendor hereby moreover subrogates said purchaser to all his rights and actions of warranty against his own, and all previous vendors of said land, to exercise said rights and actions in the same manner as he himself might have done.

And next personally appeared Mistress Mary Jane Montgomery, wife of the said John Bondurant, who, after the undersigned recorder had explained to her verbally the nature and purport of the foregoing act of sale from her said husband to the said A. C. Watson, she declared that she was desirous of releasing in favor of the said A. C. Watson the land hereinbefore sold from the matrimonial, dotal, paraphernal, and other rights, and from all claims, mortgages, or privileges to which she may be entitled, whether by virtue of her marriage with the said John Bondurant or otherwise.

Whereupon the undersigned recorder did explain verbally to the said Mrs. Bondurant, out of the presence of her said husband, the nature and extent of her rights, which are here detailed, to wit: The wife has a legal mortgage on the property of her husband, in the following cases, to wit, for the restitution of her dowry, and for the reinvestment of her dotal property sold by her husband, and which she brought
368 in marriage, reckoning from celebration of the marriage; second, for the restitution and reinvestment of the dotal property which came to her after the marriage, either by succession or donation, from the day the succession was opened, or the donation perfected; third, for the reimbursement the amount of her paraphernal property alienated by her and received by her husband, or otherwise disposed of for his individual interest; fourth, to indemnify her for debts which she may have contracted with her husband; and fifth, for the donations which may have been made to her by her husband on account of her marriage, and that by renouncing said rights on the land hereinbefore sold, would deprive herself irrevocably of all recourse thereon.

And the said Mrs. Mary Jane Bondurant did thereupon declare to me, recorder, that she fully understood the nature and extent of her said rights on the property of her said husband, and that she nevertheless did persist in her intention of renouncing the same in favor of the said A. C. Watson on the land hereinbefore sold.

And the said John Bondurant being now present assisting and authorizing her in the execution of these presents, and consenting
369 thereto, the said Mrs. Mary Jane Bondurant did again declare that she did and does hereby make a formal renunciation and relinquishment of all her said rights and mortgages on the land hereinbefore sold in favor of the said A. C. Watson, binding herself and her heirs at all times to sustain and acknowledge the validity of this renunciation.

Thus done and passed at my office in the parish of Tensas, in presence of Atlas F. Brown and Julius Aroni, competent witnesses, of lawful age and domiciliated in said parish, who hereunto sign their names, together with the parties and me, said recorder, this 30th day of No-

vember, in the year of our Lord one thousand eight hundred and fifty-four.

JOHN BONDURANT.
MARY BONDURANT.
A. C. WATSON.

Attest:
A. F. BROWN.
JULIUS ARONI.

REEVE LEWIS,
Recorder.

THE STATE OF LOUISIANA,
Parish of Tensas:

I, Thomas W. Castleman, recorder in and for said parish and State, duly commissioned and qualified, do hereby certify the above and foregoing to be a true and correct copy of the original act now on
370 file and recorded in my office in notarial record book D, on pages 435, 436, and 437, under date of November 30th, 1854.

Witness my hand and seal of office this 25th day of February, A. D. 1871.

[L. S.] (Signed) THOS. W. CASTLEMAN,
Recorder.

Exhibit LL, offered in evidence by complainant, February 23d, 1878.

STATE OF LOUISIANA,
Parish of Tensas:

Be it known that on this, the twelfth day of December, eighteen hundred and fifty-three (A. D. 1853), we, the undersigned, joint and sole owners of the Pleasant View plantation, slaves, &c., the same being all of the estate of D. M. Bondurant, dec'd, in Louisiana, do agree and bind ourselves to the following division of the lands of said plantation, to be divided by a line beginning at a point in middle of a slue on the back line of the George Morrow tract, eight chains and fifty links from the southwest corner of the Francis Nailer tract; thence south 1° E. twelve chains to a stake at the lower end of a ditch; thence up said ditch with the meandering thereof south 28¾° E. six chains and
371 fifty links, south 17°, 9 two chains and fifty links, south 12¼ E. twelve chains, south 20° E. four chains and forty links to intersection of a line running through centre of old lane; thence with said line south 40° E. to the Mississippi River. That John Bondurant shall have and own all the lands belonging to said Pleasant View plantation lying on the south side of the above-described line, and that Albert Bondurant shall have and own all of the lands belonging to the said Pleasant View plantation lying on the north side of said line. That John Bondurant shall have all the buildings on the south side of said line and one-half of the quarter-houses.

We also agree and bind ourselves to the following division of the slaves belonging to said plantation, to wit: That John Bondurant shall have and own the following-named negro slaves: Simon Spur, Anganett Spur, Anna Spur, Harrie Spur, Lewis McKinney, Adam Hardy, Pleasant Hardy, Montgomery Hardy, Hilley Hardy, Spencer Thomas, Julia Thomas, Maria Thomas, Dick Shote, Henry Temple, Matilda Temple, Henrietta Temple, Walker Rice, Nancy Rice, Rice, Miles
372 Dean, Harrison Henderson, Daphney Henderson, George Henderson, Guy Henderson, Rafe Henderson, Annette Henderson, Andrew Henderson, Gabriel Woods, Kitty Woods, Lucinda Woods,

Caroline Woods, Missouri Woods, David Shote, Martha Shote, Thornton Shote, Perry Thomas, Stephen Davis, Mary Davis, Abat Davis, Rachel Davis, Peggy Davis, Billy Jackson, Eliza Jackson, Celies Jackson, Jeff. Jackson, Enos Jackson, Amy Jackson, Ann Taylor, Ben. Taylor, Sam. Jackson, Ezekiel Taylor, Gaddy Taylor, George Thomas, Julia Thomas, Lucretia Thomas, Jane Thomas, Caleb Thomas, Leuly Wise, Violet Wise, Patsy Wise, Judy Temple, Emily Temple, Lydia Oxford, Lucy Oxford, Mary Lewis, Katy Crone, Jim Easy, Antield Morgan, Celia Williams, Old Milly, Absolon Cross, Vincy Cross, Thomas Cross, Cornelia Cross, Solomon Cross, Jamah Cross, Kissiah Cross.

And that Albert Bondurant shall have and own the following-named negro slaves, to wit: Thou Sample, Sarah Sample, Amos Sample, Levi Sample, Virginia Sample, Ann Eliza Sample, Lise Casey, Margarett Casey, Ike Casey, Horace Casey, John Casey, Pricilla Casey, Azelia Casey, Phebe Casey, William Thomas, Julia A. Thomas, Perry
373 Thomas, Milly Thomas, Elizabeth Thomas, Sabra Thomas, Henry Clay, Harriet Clay, Guy Rice, Rachael Rice, Emiline Rice, Joe Maluder, Hannah Malada, Mauda Malada, Armsted Malada, Levi Cotton, Rose Cotton, Sarah Coffee, Georgiana Coffee, Nat. Barnes, Eve Burns, Isaac Barnes, Robert Burns, Rebecca Burns, Phillis Burns, Owen Smith, Louisa Smith, Emanuel Smith, Sal. Ducker, Kendall Purnell, Nelly Purnell, Adeline Purnell, Sophia Purnell, Ruth Purnell, Washington Woods, Peter Hodgers, Fanny Hodgers, Rafe Hodgers, Whiton Frank, Jim Peel, Rhody Peel, Milly Liggins, Magar Liggins, David Liggins, Mary Ky, Charlott Glover, Dan Glover, Hester Hender, Sylvia Henderson, Eliza Coffee, Matilda Morgan, Easter Morgan, Sundy Morgan, Lumsson Morgan, Hannibal Morgan, Eliza A. Morgan, John Morgan (blind), Nilson Granton, Patsy Granton, Lemon Granton, Anna Henderson.

That we have also divided all the mules, horses, oxen, cattle, hogs, farming utensils, &c., with which division we are satisfied, and hereby bind ourselves.

JOHN BONDURANT,
ALBERT BONDURANT.

Witness:

374 THE STATE OF LOUISIANA,
Parish of Tensas:

Before me, Franklin M. Baker, recorder and ex officio notary public in and for the parish of Tensas, State aforesaid, duly commissioned and sworn, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared John Bondurant and Albert Bondurant, both resident citizens of this parish and State, who declare that they signed the within article of agreement of division of property for the purpose herein written and contained, and that their signatures to the same are genuine.

Thus done and signed in presence of Miss Martha Darden and William D. Maxwell, competent witnesses, and before me, said recorder, on this 28th day of April, 1856.

JOHN BONDURANT,
ALBERT BONDURANT.

Attest:
MARTHA DARDEN.
W. D. MAXWELL.

F. M. BAKER, *Recorder.*

THE STATE OF LOUISIANA,
Parish of Tensas:

I, Thomas W. Castleman, recorder in and for said parish and State, duly commissioned and qualified, do hereby certify the
375 above and foregoing to be a true and correct copy of the original act, now on file in my office, and that the same is recorded in notarial record book D, pages 767, 768, and 769, under date of the 29th of April, 1856.

Witness my hand and seal of office this 24th day of February, 1871.

[L. S.] (Signed) THOS. W. CASTLEMAN,
Recorder.

Recorded in book D, on pages 767, 768, and 769.
Attest—29th April, 1856.

[SEAL.] F. M. BAKER, *Recorder.*

Exhibit O, offered in evidence by complainant, February 23d, 1878.

THE STATE OF LOUISIANA,
Parish of Tensas:

13th district court.

FRANK WATSON
vs.
MRS. E. F. BONDURANT, EX'X & TUTRIX, ET AL.

To Frank Watson, plaintiff in above styled suit, a resident of the parish and State aforesaid:

You are hereby cited to appear before the honorable supreme court of the State of Louisiana, at its next regular session in the city of New Orleans, in said State, the said next session commencing on the
376 second Monday in February, A. D. 1877, then and there to answer the petition of defendant, Mrs. E. F. Bondurant, ex'x and tutrix, and order thereon, a certified copy of which accompanies this citation of appeal.

Witness the honorable Wade H. Hough, judge of said court, and the seal thereof, this 3d day of January, A. D. 1877.

[L. S.] (Signed) JAS. S. MATTHEWS, *Clk*,
By JOSEPH CURRY, *D'y Clk*.

A true copy. Attest:

[L. S.] (Signed) JOS. CURRY, *D'y Clk.*

Exhibit P, offered in evidence by complainant, February 23d, 1878.

THE STATE OF LOUISIANA,
Parish of Tensas:

Before me, Robert L. Castleman, deputy recorder in and for said parish, personally came and appeared Frank Watson, a fully emancipated minor over the age of eighteen years, and dispensed with the time fo arriving at the age of twenty-one years, a resident of this parish, who declared to me, deputy recorder, that for and in consideration of the price and sum hereinafter mentioned, he has bargained, sold, and conveyed, and does by these presents bar-

gain, sell, and convey, with full warranty, unto and in favor
377 of Augustus C. Watson, jr., also of this parish, and here present, accepting this act with all its parts and clauses, and dispensing with the production of the certificate of mortgages required by law, all the right, title, and interest of said Frank Watson, being the undivided one-half of the following-described plantation, situate in this parish, in the immediate vicinity of the heads of Lake Bruin, known as the Lakewood plantation, and is made up of an irregularly shaped piece of land, bounded north by the Sunnyside plantation, belonging to James M. McGill, and the Bellevue plantation, belonging to James M. Gillespie; west and southwest by Bellevue, Brushy Lake, and the Panola plantation of said Gillespie; south, east, and southeast by Lake Bruin, lands of estate of David S. Stacy, dec'd, and the Mississippi River; and composed of parts of sections 41 & 42, T. 12, R. 12 E. The whole of sections No. 27, 36, 5, 6, and 7, and part of section 28, in township 11, range 12 east, all in district of lands north of Red River, Louisiana. The whole tract contains about 1,300 acres, more or less, but the metes and bounds are to govern; together with all the buildings and improvements, stock, farming-utensils, and everything belonging to or in
378 any manner appertaining to said plantation.

And now comes and intervenes herein Augustus C. Watson, sen'r, the father of said Frank Watson and Augustus C. Watson, jr., who declares and says that parts of said Lakewood plantation were from time to time acquired by him in purchases and exchange, but that said parts, whatsoever they may be, were by him required for the benefit of his said two sons, and that he hereby specially renounces any personal interest in the same whatever.

Now, the price and consideration of said sale is declared to be the sum of twenty five thousand dollars, which is evidenced by the six several promissory notes of said Augustus C. Watson, jr., drawn in favor of said Frank Watson, or order, each for the sum of four thousand one hundred and sixty-six $66\frac{2}{3}$-100 dollars, of even date herewith, and due on 15th day of November, 1873, 1874, 1875, 1876, 1877, and 1878, respectively, with deferement of payment in case of failure of crops on account of overflow or other unforseen cause, for one each note as therein written, in which case the note deferred is to bear eight per cent. per annum interest from the date it falls due by its face. In case of no over-
379 flow or other unforseen cause of failure, the note only to bear five per cent. interest, which last stipulation, however, is not named in the notes, as the law governs that after maturity. Said notes are duly paraphed.

It is distinctly understood and agreed that in case of eviction of the piece of land purchased of John Bondurant, and now sued for by Dr. W. E. Bondurant, then the price of this sale is to be reduced to the extent of eighteen hundred dollars, which is half of the estimated value of the said piece of land, and is to be pro rata divided on said notes.

And in order to secure the payment of said notes and all interest and costs to accrue, the vendor's privilege is hereby retained. And the said Augustus C. Watson, jr., hereby specially mortgages and hypothecates the property to him herein conveyed in favor of said Frank Watson, and to any future holder or holders of said notes, and binds himself and his heirs and assigns not to alienate, deteriorate, or encumber said purchased property to the prejudice of this mortgage and vendor's privilege.

United States internal-revenue stamps to the amount of twenty-five dollars duly affixed and cancelled before signing.

Thus done and passed in presence of Reeve Lewis and Fred'k N. Ogden, competent witnesses, this 5th day of August, A. D. 1872.

380 (Signed) FRANK WATSON.
A. C. WATSON.
A. C. WATSON, JR.

Attest:
REEVE LEWIS.
FRED. N. OGDEN.

R. L. CASTLEMAN,
D'y Recorder.

A true copy of the original act now on file and of record in notarial record H, fol. 36, and mortgage record G, fol. 131, in my office.
Witness my hand and seal Jan'y 30th, 1877.
[L. S.] (Signed) HUGH TULLIS,
D'y Recorder.

Memo. by clerk.

Exhibit R, offered in evidence by complainant February 23d, 1878, is the same certificate of mortgages annexed to testimony of Hugh Tullis, d'y recorder, and already transcribed at page 338 of this transcript.

Exhibit S, offered in evidence by complainant, February 23d, 1878.

THE STATE OF LOUISIANA,
Parish of Tensas:

Be it known and remembered that on this 6th day of February, A. D. 1875, before me, Geo. W. Lewis, deputy recorder and ex-officio
381 notary public in and for this parish and State, duly qualified and commissioned according to law, and in presence of the witnesses hereto subscribing and undersigned, personally came and appeared Augustus C. Watson, junior, of this parish, who declared to me, notary, that he does by these presents, upon the terms, conditions, and stipulations hereinafter set forth and expressed, bargain, sell, transfer, convey, and deliver, and has bargained, sold, transferred, conveyed, and delivered unto and in favor of Frank Watson, of this parish, all and singular the following described property, lying, situate, and being in this parish and State, to wit:

The southern portion of the certain cotton plantation lying in what is known as the Island, on Lake Bruin, called the Lakewood plantation, which said plantation is particularly described in a certain deed executed between A. C. Watson, jr., and Frank Watson, on the 5th day of August, 1872, and recorded in the recorder's office of this parish, to which said deed special reference is herein made as to the description of said Lakewood plantation. Said southern portion of said plantation is more particularly described as follows: The line dividing the said plantation begins at a stake on the bank of Lake Bruin, in front of the gin-house thereon; course through the centre of said gin-house north eighty-four degrees (84°) thirty-five minutes (35′), west one hun-
382 dred chains to an intersection of a ditch with Seely's Bayou, course in the middle of said bayou, bearing trees, a gum south 67¾ west 19 links; thorn-tree south, 84½ east, 44 links; thence the line follows the middle of Seely's Bayou until it strikes the boundary line of the Bellevue plantation; traverses up the bayou to this point north, 31½ west, 7 chains; thence north, seven east, 4 chains, 10 links; thence north, 6½ west, 2 chains, 50 links; thence north 43½ west, seven chains,

twenty-five links, corner on the line of Bellevue plantation, about the centre of the slough drained by Seely's Bayou, and being north 25 east, about 19 chains from Brushy Lake bank, bearing tree, an oak, south 87¼ east 45 links; thence following the boundary line of said Bellevue plantation to the bank of Brushy Lake, about 19 chains; thence along the bank of Brushy Lake to what is known as the head of the island; thence across, until said line strikes Lake Bruin; thence, along the bank of Lake Bruin in a northerly direction until it strikes the place of beginning, to wit, the stake on the Lake Bruin bank opposite the said gin-house; the portion of land herein conveyed, already described, lying between said dividing line on the north and Lake Bruin on the east, and the boundary line of Bellevue plantation and Brushy Lake
383 on the northwest and southwest. The boundary line herein described was run by John Johnson, parish surveyor, on the 27th day of January, 1875, and staked out by posts well known to the parties hereto. The land comprised within the said boundary lines is all cleared land, and is sold by the metes and bounds herein expressed. This land south of the line above described, said line beginning at the said stake on the bank of Lake Bruin and terminating at Seely's Bayou, lying between Lake Bruin and Brushy Lake, includes that part of section six, township eleven (11), range twelve (12) east, in the district of lands lying north of Red River, wich lies northwest of an imaginary line starting on the line between sections six and seven (6 & 7) south, 41 east, 45 chains from the northwest corner of section six, and running parallel with the back line of section six, 14 chains, 70 links, which will make a corner on the line between sections six and five (6 & 5), 45 chains from the west corner of section five. It also includes the whole of section seven (7), township eleven (11), range twelve (12) east, in the district of lands lying north of Red River;

Together with all the buildings and improvements on the said
384 land, and all the rights, privileges, and appurtenances thereto belonging;

To have and to hold unto the said Frank Watson, his heirs and assigns forever; and the said vendor will forever warrant and defend the title to the said property herein conveyed from the lawful claim of any and all persons whomsoever, and the said vendor does moreover subrogate the said purchaser to all rights and actions of warranty, fully authorizing the said purchaser to exercise the said rights and actions in the same manner as he might or could have done.

It being understood and agreed upon between the parties hereto that the gin-house on said Lakewood plantation, together with one acre of land upon which said gin-house stands, shall be held as common property between the vendor and vendee herein, and their legal representatives, so long as the said gin-house remains in existence, the control of said gin-house and the management of the same to be vested in one or the other, as they may mutually agree in writing hereafter.

It is distinctly understood and agreed that in case of the vendee herein being evicted from the tract of land purchased of John Bondurant by A. C. Watson, sr., and which is section seven (7) above described, then the said A. C. Watson, jr., the vendor herein, or his legal representatives, shall be bound to pay on account of an action of
385 warranty, the sum of eighteen hundred dollars only.

Reference to this matter is herein made to the deed to A. C. Watson, jr., from Frank Watson, of date August 5th, 1872, heretofore referred to.

Now the price and consideration of this sale is declared to be the sum

of twenty thousand eight hundred and thirty-three $\frac{33}{100}$ ($20,833.33) dollars, cash in hand paid the said vendor by the said vendee, the receipt of which is hereby acknowledged by the said vendor and full acquittance given therefor.

And next appeared unto these presents Frank Watson, the vendee herein, who declared to me, notary, that he hereby accepts this act with all its parts and clauses, and holds me, notary, harmless for the non-production of the certificate of mortgages as required by article 3364 of the civil code of Louisiana.

In testimony whereof I have caused the said vendor and vendee herein to sign this act with me, notary, in presence of H. A. Garrett and J. B. Brewer, of this parish, competent witnesses, who have also signed with us, on this 6th day of February, A. D. 1875.

Original signed.

A. C. WATSON, JR.
FRANK WATSON.

Attest:
H. A. GARRETT.
J. B. BREWER. [L. S.]

GEO. W. LEWIS,
D'y Recorder.

A true copy of the original act now on file and of record in my office.

386 As witness my hand and the impress of my official seal this 23d day of Jan'y, 1877.

[L. S.] (Signed) HUGH TULLIS,
D'y Recorder.

Exhibit U, offered in evidence by complainant, February 23d, 1878.

Same deed offered by defendant and marked B.

THE STATE OF LOUISIANA,
Parish of Tensas:

Sheriff of Tensas to Albert, John, & Horace Bondurant. Deed.

Tenth district court.

Succession of J. M. Bondurant.

Be it remembered, by virtue of an order of sale from the above hon'l' court to me directed, commanding me, the sheriff of *the sheriff of* Tensas, to sell at public auction, upon the terms hereinafter to be expressed, the property hereinafter mentioned and described for the purpose of effecting a partition of the same in pursuance of a decree of partition rendered by said hon'l' court on the 12th day of October, 1852, between John & Horace Bondurant, plaintiffs, and Albert Bondurant, personally and as tutor of the minor Walter Ernest Bondurant, defendant, I, G. W. Williams, sheriff of the said parish of Tensas, did, on the 22d day of October, 1852, advertise for sale, to take place on the premises, in block, on Saturday, the 4th day of December, 1852, the following described property in this parish, to wit:

387 The Pleasant View plantation, being a certain tract of land situated on the Mississippi River opposite Bruinsburg, being the

same conveyed to D. M. Bondurant by Dunlap & Green, containing six hundred and seventy-three acres (673); also a certain tract of land adjoining the above mentioned tract on the upper side, fronting on the Mississippi River, being the same conveyed to the said D. M. Bondurant by the heirs of Nailor, containing five hundred and seven acres; also lot No. 960, of section 39, of township 12, of range 13 east, containing one and forty-eight $\frac{67}{100}$ acres; also No. 122, lot No. 6, of section , of township 11, range 13 east, containing one hundred and ten $\frac{10}{100}$ acres; also No. 151, tract $\frac{1}{10}$, Nos. 1, 2, & 4 of section No. 2, of township No. 11, range 12 east, containing three hundred and eleven $\frac{16}{100}$ acres; also Nos. 152, lot No. 7, section , township No. 11, range No. 12 east, containing one hundred and sixty-four $\frac{11}{100}$ acres; also lot 27, No. 166, of section , township No. 12, range No. 13 east, containing one hundred and sixty-four $\frac{32}{100}$ acres; also lot 1047, or fractional section No. 38, township No. 12 of range No. 13 east, containing one hundred and sixty $\frac{68}{100}$ acres, be the same more or less, and containing in all twenty-two hundred thirty-nine acres.

Also the following-named slaves attached to and employed on said plantation, viz: Ely Williams, 74 years; Anna Henderson, 38;
388 Lydia Oxford, 30; Lucy Sample, 12; Angenette Williams, 23; Evena Speen, 2; Harriet, 4 months; Simon, 28 years; Eliza Coursey, 31; Margaret, 31; Isaiah, 14; Priscilla, 12; Horace, 10; John, 8; Osena, 6; Phœbe, 4; Sarah, 30; John Sample, 38; Levy, 5; Virginia, 1; John Serris, 31; Mary, 31; Leanna, 9; Delia Lewis, 8; Dennis, 5; Frances, 5 months; Patsay Temple, 51; Julia, 17; William Jackson, 56; Celia, 38; Jefferson, 18; Ann, 10; Amos, 9; Enos, 6; Elizabeth, 3; Ezekial, 35; Edy, 36; Peter Hodges, 33; Young, 11; Horatio, 7; Adam Hardy, 29; Pleasant, 26; Montgomery, 2; Stephen Davis, 33; Mary, 31; Matthew, 13; Rachel Davis, 6; William Thomas, 28; Julia Ann, 25; Molly, 7; Elizabeth, 5; Perry, 3; Salva, 4 months; Sailey Wise, 36; Nat Barnes, 41; Eve, 31; Rebecca, 7; Isaac, 7; Robert, 2; Louisa, 13; Mary Kentuck, 30; Charlotte Glover, 19; Daun, 3 months; Mariah Thomas, 15 years; Spencer, 30; Julia Shote, 30; Richard, 10; Jo. Ducker, 34; Milly Liggins, 33; Darvis, 18; Rachel, 17; Mayor, 16; Caty Crow, 45; Gabriel Woods, 40; Killy Woods, 40; Lucinda, 18; Caroline, 17; Washington, 18; Missouri, 4 months; Malanda Morgan, 48 years; Eliza Ann, 22; Matilda, 20; Sandy, 18; John (Bland), 15; Sampson, 16; Hannibal, 14; Armfield, 9; Emanuel, 6; Absolon Cross, 50; Viny, 34; Thomas, 14; Cornburg, 9; Iona, 6; Solomon, 4; Kiziah, 5 months; Jim Whitney, 31 years; Jim Cotton, 36; Rosella, 33; Lewis McKenny, 24; Frank, 18; Jim Pell, 36; Rhoda, 76; Randall Purnell, 36; Nelly, 31; infant, 2 days; Sopha Harris, 8 years; Joe
389 Mallady, 39; Kanan, 30; Amanda, 11; Armstead, 2; Jeni Lewis, 32; Owen Smith, 34; Henry Clay, 28; Harriet, 27; Nelly Thomas, 82; Henry Temple, 28; Matilda, 21; Henrietta, 29; Sam Jackson, 31; Ann Jackson, 39; Ben Taylor, 22; Geo. Thomas, 32; Julia, 28; Lucretia, 10; Jane, 3; Caleb, 4 months; Sarah Coffee, 26 years; Georgiana, 32; Eliza, 28; Martha Bruce, 34; Thornton Shote, 8; Violet Wise, 32; Hester Henderson, 28; Sylvia, 11; Wilson Granton, 36; Patsy, 33; Lemon Granton, 5; Nancy Dean, 31; Miles, 9; Ernestine Rice, 51; Walker, 30; Gray, 28; Harrison M., 29; Daphney, 23; George, 9; Ralph, 4; Guy, 6; Almetto, 2; Milly H., 22; Charles, 5; Perry Thomas, 33; Adeline Burnett, 14; David, 46; also 47 mules, 6 horses and mares, 15 yoke of oxen, 55 head of stock cattle, 30 ploughs, one set of carpenter's tools, one sett blacksmith's tools, 60 weeding hoes, 20 axes, and all other farming utensils upon or belonging to said planta-

tion, also all the cotton and corn hanging by the roots and eighty head of hogs, and all other stock belonging to or appertaining to said plantation.

To be sold on the following terms, viz, one-fourth part of the price bid on a credit until the 5th day of March, 1862, the time when the minor Walter Ernest Bondurant arrives at the age of maturity, bearing seven per cent. per annum interest, the interest payable annually, with a mortgage retained on the property sold; the other three-fourths of the price bid for, cash on the day of sale.

390 Said advertisement was made by posting written notices in English at Waterproof, Hard Times, and the court-house door in St. Joseph, the three most public places in this parish. On said 4th day of December, 1852, I repaired to the Pleasant View plantation, and having read the order of sale and advertisement, I received written instructions from the said Albert, John, and Horace Bondurant, which are hereto annexed and made part of this, and requiring me to sell their undivided interest, being three-fourths of said property, upon the same terms and conditions prescribed in behalf of said minor Walter E. Bondurant; and having offered said property at public sale between the hours of 12 and 3 o'clock p. m., the said Albert, John, and Horace Bondurant bid for the same the sum of one hundred and forty-eight thousand four hundred and seventy-four dollars ($148,474.00), which being the last and highest bid and being the appraised value of said property, I struck off and publicly adjudicated said property to the said Albert, John, and Horace Bondurant at and for the price aforesaid.

And the said Albert, John, & Horace Bondurant being dispensed by law, as purchasers aforesaid, from any payment in compliance with the terms of sale prescribed as aforesaid for their said proportions of said price (being three-fourths thereof), for the remaining fourth of

391 said price (belonging to said minor Walter Ernest Bondurant) a special mortgage is hereby retained upon said property, to secure the full and punctual payment thereof, and the said Albert, John, and Horace Bondurant hereby bind themselves not to alienate, deteriorate, or encumber said property to the prejudice of this mortgage.

And at the request of said parties, in order to make this an authentic act for all purposes, the same is signed by the said Albert, John, and Horace Bondurant, and James W. Davenport, under-tutor of said minor, before Robert Y. Skinner, notary, in the presence of T. P. Farrar, Reeve Lewis, and John H. Armat, competent witnesses, who with said notary and me, said sheriff, have signed this act this 4th day of December, A. D. 1852.

G. W. WILLIAMS, *Sheriff.*
ALBERT BONDURANT.
JOHN BONDURANT.
HORACE BONDURANT.
J. W. DAVENPORT, *Under Tutor.*

Attest:
THOS. P. FARRAR.
JOHN H. ARMAT.
REEVE LEWIS.

ROBERT Y. SKINNER,
Recorder & ex officio notary pub.

Recorded December 5th, 1852.
ROBERT Y. SKINNER, *Recorder.*

Reinscribed 8th September, 1865.
THOS. W. CASTLEMAN, *Recorder.*

I hereby certify that the foregoing is a true copy from the records of my office, the original act not being in my office, together
392 with the erasure of the same.

As witness my hand and seal this 23d day of January, A. D. 1877.

[L. S.] (Signed) HUGH TULLIS,
D'y Recorder.

THE STATE OF LOUISIANA,
Parish of Tensas:

By virtue of the provisions of article 2399 of revised statutes of Louisiana of 1870, and in compliance with the written demand of Frank Watson, the owner of lot 7, of T. 11, R. 12 E., being a part of the land herein mortgaged, I hereby cancel and erase this mortgage this 3d day of January, A. D. 1877, so far as it affects said lot 7, of T. 11, R. 12 E.

Signed) HUGH TULLIS,
D'y Recorder.

Exhibit A B C produced by complainant's counsel at taking of testimony March 18, 1878.

THE UNITED STATES OF AMERICA:

Supreme court of the State of Louisiana, district of Louisiana.

The hon. chief justice of the supreme court of Louisiana to Franke Watson, plaintiff in the suit numbered 6564, entitled Franke
393 Watson vs. Mrs. Ella F. Bondurant, executrix and tutrix, &c., defendant, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington, on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the supreme court of Louisiana, wherein Franke Watson is plaintiff and Mrs. E. F. Bondurant, executrix and tutrix, is defendant, to show cause, if any there be, why the judgment rendered against the said Mrs. E. F. Bondurant, executrix and tutrix as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable T. C. Manning, chief justice of the supreme court of Louisiana, this 15th day of December, in the year of our Lord one thousand eight hundred and seventy-seven.

[L. S.] (Signed) TH. C. MANNING,
Chief Justice of Supreme Court of Louisiana.

(Endorsed:) Supreme court of Louisiana, No. 6564. Franke Watson vs. Mrs. E. F. Bondurant, executrix & tutrix, & al.

Sheriff's return.

Served 18th Feb'y, 1878.

394 *Memo. by clerk.*

Transcript filed November 1st, 1875; depositions of Rob't Murdock, Rob't Snyder, and Thos. P. Farrar; sheriff's deed, marked B, judgment, marked D, and the depositions of Thos. P. Farrar, Hugh Tullis, and Leonard B. Reeves, offered in evidence by defendant and referred to in certificate of examiner, F. A. Woolfley, have already been transcribed,

respectively, at pages 1, 288, 290, 297, 386, 80, 331, 335, 336, 143, of this transcript.

Decree in re Jno. & H. Bondurant vs. Albert Bondurant et al., No. 534 of the docket of the 10th district court, parish of Tensas, &c., filed in suit No. 6078 of this court, offered in evidence by defendant on trial of this case.

Tensas Parish court, October term, 1852.

JOHN & HORACE BONDURANT
vs.
ALBERT BONDURANT ET AL. } No. 534.

By reason of the verdict of the jury rendered in this case, the law therein being in favor of the prayer of the plaintiffs, it is therefore ordered, adjudged, and decreed that the partition be made of the property described in the petition, and list thereof filed; that said property be sold, according to law, at public auction, to the high-
395 est bidder, in block, for one-fourth part of the price on a credit until the minor, Walter E. Bondurant, become of age; to bear seven per cent. interest, which is to be paid annually, and secured by mortgage of the property sold; and for the other three-fourths thereof cash, and the proceeds divided equally between John, Horace, and Albert Bondurant; that an inventory and appraisement of said property be made previous to the sale.

Read and signed in open court this 12th day of October, 1852.

JOHN PERKINS, JR.,
Judge 10 D. C.

A true copy of original on file in this office.

Attest:
[L. S.]

A. H. CARR,
Deputy Clerk.

Testimony of Walter E. Bondurant, filed in suit numbered 6078 *on the docket of this court, offered in evidence by defendant February* 23, 1878.

U. S. circuit court.

W. E. BONDURANT
vs.
A. C. WATSON.

Testimony on behalf of plaintiff, taken before D. Urban, clerk U. S. circuit court, by consent.

396 Present, S. R. & C. L. Walker on behalf of plaintiff.
Present, E. T. Merrick, of Race, Foster & Merrick, for defendant.

WALTER E. BONDURANT, being sworn, says:

I reside in Natchez, Mississippi, and by occupation *and* a physician. I am the plaintiff in this suit. I was one of the heirs of D. M. Bondurant, being the son of late Wm. Bondurant, D. M. Bondurant's son. I was present at the sale under which my mortgage was foreclosed.

(All the preceding and other parol testimony affecting title objected to by counsel for defendant.)

Mr. John Bondurant was present that day at the sale; it took place at the court-house in the town of St. Joseph, in Tensas Parish, La. I rode to the court-house on the day of sale with Mr. John Bondurant; he was aware that the sale was to take place. I knew that he was aware of it in several ways; he read to me the notice of sale as published in the Tensas Gazette, and also saw him read the notice of sale posted on the court-house door. I conversed with him about the sale that day;
he made no objections. The value of this land, according to my
397 estimate, is $6,000.00. I proceeded to take immediate possession
after my purchase of the plantation.

(Objected to by counsel for defendant.)

I exercised all the rights of ownership over this land. I made endeavors to rent the land, to work the land, to turn it to profit. I made a lease in writing of the plantation. Immediately after my purchase I had a conversation with Mr. Watson, and stated to him that I had purchased this land in dispute, with the other lands of the plantation. In that conversation he stated his intention to still retain the land in dispute. Mr. Watson now has possession of the land. I understood that he refused me possession of the land. Mr. Watson has cut wood off the land since my purchase; don't know the exact amount; can only approximate. The value of the wood there per cord, undelivered, is 2 or 3 dollars per cord.

I should say that Mr. Watson, from the date of my purchase and up to the institution of this suit, has cut six or seven hundred cords of wood. I have been prevented from using and occupying the land by Mr. Watson. The yearly rent of the cleared portion of this land I estimated at $150.00 per year, and, being connected with my place, the
398 rent of the wooded land would be $500.00 per year. If I were in
possession I would cultivate the cleared land, and make rails and building timber and get wood for firewood from the wooded land. This tract of land is very necessary for the convenience and use of my plantation. I estimate the yearly value of this land for the use of my plantation at $650.00. I estimate that the value of this land has been depreciated by the acts of defendant in cutting wood from it since the date of my purchase from 12 to 15 hundred dollars. Mr. Watson, the defendant, was living in the parish at the date of the sale and my purchase.

(Defendant's counsel objects on the ground that parol proof cannot be admitted for the purpose of ekeing out and perfecting a defective title.)

I claimed Natchez as my residence since I was six years old. I have resided there continuously for the past 5 years.

Cross-examined:

I am 29 years old. I was at various places during the war. In October, 1862, I was at the University of Virginia; was there in December, 1862; was there in April, 1863; and at Charlotteville, Virginia, in
August, 1863. I was a student at the university in October,
399 1862. I entered the Confederate service as surgeon or assistant-
surgeon, I think in February, 1864, at Charlotteville, Virginia. It was at the same place at which I was attending lectures of medicine, as a student. There was a hospital there at this time. I did not assist in dressing the wounds, &c., of the soldiers at that hospital while I was a student there. I rendered no assistance to the wounded Confederate

soldiers while I was there. We had three hospitals there; had at times as many as 5,000 patients. I was detailed or furloughed as a student. The medical faculty of the university had charge of one hospital. I think there was some other students at the university who attended on the sick and wounded in the hospitals. I ranked as a captain in the Confederate army; the pay, I think, was $125.00 per month. I went to Columbus, Georgia, from Charlotteville. I was in the hospital at Columbus, Georgia; it was a post-hospital; it did not belong to any division of the army.

Question. Did you never reside in the parish of Tensas, La.?

Answer. I resided there at times until I was six years old. I declared my intention to reside there since the war. The next day
400 after this declaration I went to Natchez. I purposed returning to Tensas Parish to reside, but did not. I don't know the market value of standing wood in Tensas Parish, suitable for cordwood.

Question. Do you know the market value of cordwood cut and put up in the woods in the parish of Tensas?

Answer. I do; it is from two to three and half dollars per cord; don't know the cost of cutting it and putting it up in cords in the woods in the parish of Tensas.

(Signed) W. E. BONDURANT.

Sworn to and subscribed before me this 21st February, 1871.

(Signed) D. URBAN,
U. S. Comm'r & Clerk U. S. Circuit Court.

Depositions of W. E. Bondurant & Mrs. E. Bondurant, taken under commission before Robert W. Wood, a commissioner for the State of Louisiana, at Natchez, Miss., filed in suit numbered 6078 *on the docket of this court, and offered in evidence by defendant in this case February* 23*d*, 1878.

U. S. circuit court.

W. E. BONDURANT
vs.
A. C. WATSON. } No. 6078.

401 The answers of Walter E. Bondurant to interrogatories in his own behalf.

Interrogatory 1st. State your age, profession, and place of residence.

Ans. I am twenty-nine (29) years of age, a doctor of medicine by profession, and reside in the city of Natchez, in the State of Mississippi.

Interrogatory 2d. If you answer that you reside in Natchez, in the State of Mississippi, state how long you have resided in that place.

Answer. I have resided in Natchez since my seventh year of age, excepting such times as I was sojourning abroad for the purpose of then going to school, travelling, or attending to the interest of my property or profession.

Interrogatory 3d. Of what State do you claim to be a citizen, and since what time do you date your citizenship?

Answer. I claim to be a citizen of the State of Mississippi, and date my citizenship there since the time I was capable of so being, and I claim it from there, so to have been continually, excepting during the period of about a week from the 5th of March, 1868, when I made a declaration of a domicil in the parish of Tensas, in Louisiana, but at

the expiration of this period I changed my intention, and re-
402 sumed my citizenship in Mississippi, and have never since changed it either by acts or declaration.

Interrogatory 4th. Where has been your home and chief establishment during the past five years, and where have you voted during that period?

Answer. My home and chief establishment for the past five years has been in Natchez, and during that period I have voted there, and there only.

Interrogatory 5th. Have you property in the State of Louisiana; and, if so, where is it situated?

Answer. I have property in the State of Louisiana, and parish of Tensas, consisting of land described in the mortgage made a part of my bill of complaint in this cause, its appurtenances, and in part of the stock, implements, &c., necessary to cultivate the same.

Interrogatory 6th. Where have you resided during the period embraced between the years 1860 and 1866?

Answer. During the period embraced between the years 1860 and 1866 I have resided in Natchez, excepting such times as I was sojourning abroad for the purposes hereinbefore mentioned.

Interrogatory 7th. Did you or not ever make any effort to cause to be reinscribed the mortgage from Messrs. John, Albert, and Horace
403 Bondurant to yourself of date 4th December, 1852, and which embraced the tract of land claimed in your petition? And, if so, state when, where, and through whom was such attempt made.

Answer. I made an effort while sojourning in Virginia to reinscribe the mortgage referred to, through my mother as my agent, during the first ten days of October, 1862, but failed, as shortly afterwards informed by her, on account of the parish records in which the same was to have been done being removed from the parish seat, she could not ascertain where. I was in the parish seat of Tensas, Louisiana, the day that said records were unpacked after their return, and then and there caused the same to be reinscribed.

Interrogatory 8th. State your parentage, and your relation to the late William Bondurant, and to the late Daniel M. Bondurant, and to John, Albert, and Horace Bondurant.

Answer. I am the son and only surviving child of the late Wm. Bondurant, a grandson of the late Daniel M. Bondurant, his father, and a nephew of John, Albert, & Horace Bondurant.

Answers to the cross-interrogatories herein

(The 7th direct interrogatory is objected to by counsel for defendant as leading.)

404 Cross-interrogatory 1st. Have you not formally, since the close of the war, declared your domicil to be in the parish of Tensas, and State of Louisiana?

Answer. I made a declaration of domicil in the parish of Tensas, and State of Louisiana, on the 5th of March, 1868, but changed my intention in a week afterwards on account of unfor'seen changes in my business affairs, and returned to my former and present domicil—the county of Adams, in the State of Mississippi—and then and there publicly by word and action announced my change of intention.

X-interrogatory 2d. Were you not within the Confederate (so called) during the war? If not, at what times and how long were you out of the Confederate lines?

Answer. I was within the Confederate lines (so called) during the war, excepting two months—January and February, 1865.

X-interrogatory 3d. Were you not in the service of the Confederate Government (so called) at some time during the years 1861, 1862, 1863, 1864, and 1865; and did you not, directly or indirectly, assist that so called government during that time? If so, how and in what manner did you serve the Confederate Government or aid the same? What did you give for the benefit of the same?

Answer. During the years 1861 and 1862 I was not in the service of the Confederate Government (so called), and did not,
405 directly or indirectly, assist or aid the same. Nor was I in its service, nor did I assist or aid it during the years 1863, 1864, and 1865, unless it be during some seven months previously to July, 1863, that I was enrolled under the conscript act of said government, and furloughed or detailed during that time to finish my term of studies at school, and during the time from that date until the close of the war that I was engaged as surgeon under said government in attending its sick and wounded. I gave nothing for the benefit of the same, excepting the taxes it levied against me.

X-interrogatory 4th. How many times were you in Louisiana during the years 1862, 1863, 1864, and the months of January, February, March, April, May, and June, 1865, and what parishes did you visit?

Answer. During the years 1862, 1863, 1864, and the months of January, February, March, April, and May, 1865, I was never in Louisiana. I was there once or twice during the last 20 days of June or first ten day' of July, 1865, and I visited Tensas Parish only, and that to the place now owned by me, and persons on business pertaining thereto.

X-interrogatory 5th. What business were you engaged in during each of said last-mentioned years and months, and where were you during all that time?

406 Answer. During the year 1862 and until July, 1863, I was a student, and from that time during each of the last mentioned years and months I was engaged in the practice of my profession. During the year 1862, and until July, 1863, I was at the University of Virginia, excepting about six months that I was in Natchez, Miss. During the rest of the time I was sojourning and visiting in Virginia, South Carolina, and Georgia, until June of 1865, when I was in Natchez.

X-interrogatory 6. Do you know any matter or thing of importance to the defendant in this case? If yea, what is it that you so know?

Answer. I know of no matter or thing of importance to the defendant unless it be the removal of the records of Tensas Parish and the consequent failure of my attempt in October, 1862, to reinscribe my said mortgage.

(Signed) W. E. BONDURANT.

The answers of Mrs. Almira Bondurant to the interrogatories on the part of the plaintiff herein.

Interrogatory 1st. State your name and place of residence, and how long have you resided at your present place of residence?

Answer. My name is Mary Almira Bondurant; reside in Nat-
407 chez, Mississippi, and have there resided for 34 years.

Interrogatory 2nd. Are you connected with the plaintiff; and, if so, what is the relationship?

Answer. I am the mother of the plaintiff.

Interrogatory 3d. Were you or not at any time the tutrix of the plaintiff; and, if so, state during what years did you act in such capacity?

Answer. I was plaintiff's tutrix from the 28th of March, 1853, until his majority.

Interrogatory 4th. Did you know anything of a certain mortgage existing in favor of the plaintiff, from Albert, John and Horace Bondurant, of date 4th Dec'r, 1852; and, if so, state where the property mortgaged situated.

Answer. I was thoroughly acquainted with the mortgage mentioned, and the property mortgaged is situated in Tensas Parish, Louisiana, on the Mississippi River, 4 miles north of St. Joseph.

Interrogatory 5th. Was the said mortgage ever reinscribed by you or not? Did you ever make any effort to reinscribe or to have the same reinscribed; if so, state at what time you made the effort, all the particulars of the same, the date thereof, the result of the effort?

Answer. I never reinscribed said mortgage; I left Virginia about the 1st of October, 1862, as agent for my son, for the purpose of going to St. Joseph, Louisiana, and have reinscribed said mortgage, and
408 arrived in Vicksburg, Mississippi, about the 10th of October, 1863, where I learned that the records of Tensas Parish, Louisiana, were then removed from St. Joseph and secreted, and I found any further effort to reinscribe said mortgage useless.

Interrogatory 6th. If you know any thing further which may be of advantage to the plaintiff herein please state the same, under this sixth and general interrogatory, as fully as if you were specially interrogated thereto.

Answer. Plaintiff has, in my opinion, done everything in his power to comply with laws of Louisiana so far as they affected his said mortgage, through me as his tutrix from March, 1853, until his majority, and as his agent from that time till the close of the war. This I feel confident of from a knowledge of his said mortgage and the law affecting it. He has since the war always had his home and chief establishment in my house in Natchez, Mississippi. If he served in the Confederacy, I think the defendant was in the same plight, as I heard frequently that he equipped a battery for that cause.

Defendant, objecting to 3d, 4th, and 5th direct interrogatories, and each of them, as leading and suggestive of the answer and that
409 the testimony sought is secondary, now propounds the following interrogations, subject to said objections.

Cross-int. 1st. Where did you reside before the war of the Confederacy? Where did you reside during the war? Were you within the so-called Confederate lines during that period? If no, how much of the time were you within the Federal lines, and at what dates and at what times did you reside within the Federal lines?

Answer. I resided in Natchez before the war of the Confederacy. During the war I resided in Natchez for the most of the time. Was frequently away from there travelling or visiting in Virginia, Alabama, Georgia, Tennessee, and Louisiana. Was away at various times, in all about 14 months. The places where I resided and was visiting during the war were within the Confederate lines excepting from November, 1863, to March, 1864, when I was in Natchez, it being then in the Federal lines.

Cross-int. 2nd. What services did the plaintiff render the Confederate States or the State of Mississippi during the war? To what company, regiment, or brigade did he belong or was attached? How was he employed during the war? What sums of money did he (or you for him)

contribute to the Confederate States or the State of Mississippi for the war?

410 Answer. Plaintiff rendered the Confederate States or State of Miss. no service that I know of except as a surgeon. From my knowledge he was attached to no company regiment, or brigade. He was employed as a student at school and in the practice of his profession during the war. I do not know of any money he contributed to the Confederate States or State of Mississippi for the war, and I contributed none for him or myself.

Cross int. 3d. What is your age? How many times and at what dates were you in the parish of Tensas during the war?

Answer. My age is about 59 years. I was in the parish of Tensas twice during the war, in December, 1861, and October, 1862.

Cross-int. 4th. If you answer the plaintiff's direct interrogatories, state, in answer to this interrogatory, which of them you answer from what you did or saw in person, and which of them, and how much, from what was told you by others.

Answer. In answering each of plaintiff's direct interrogatories I did not answer that I did or saw anything unless I did or saw it, and in answering each of them if anything was told me by others I stated it.

411 Cross-int. 5th. On what day of the month, and what year, and at what place, was the plaintiff born?

Answer. Plaintiff was born on the 5th of March, 1841, in the parish of Tensas, La.

Cross-int. 6th. Do you know of any matter or thing of importance, or which you believe to be of importance, to the defendant in this case? If you answer yes, state the same and whether you have answered this and the other cross-interrogatories fully.

Answer. The absence of the records of Tensas Parish and my failing in consequence in my attempt in October, 1862, to reinscribe my son's mortgage may be of importance to defendant, from what I learn. I have answered this and the other cross interrogatories as fully as I know how.

(Signed) M. ALMIRA BONDURANT.

Testimony of Reeve Lewis, filed in suit numbered 6078 *on the docket of this court, and offered in evidence by Mrs. E. F. Bondurant, defendant in this case, February* 28, 1878.

U. S. circuit court.

W. E. BONDURANT
vs.
A. C. WATSON. } No. 6078.

412 REEVE LEWIS, sworn for defendant, says:

(Counsel for plaintiff objects to any testimony establishing the date of an act of record, and generally to any evidence introduced, muniments of title offered, or to contradict the sheriff's returns, deeds, &c.)

Being shown copy of deed filed June 4, 1870, with the amended answer in this cause, says:

I was the recorder who drew up this act. In the notarial book D entries of record were made in 1854. The deed was recorded on the day of its date. That was the proper book in which the deed was to be recorded, and at that time I had custody of the same as recorder of that parish. I have previously testified in this case. I went out of office as recorder at

the election following the date of that deed, and was elected clerk of the court. I was clerk of the police jury during the whole war. I was at the town of St. Joseph most of the time during the war with the exception of three months. During very near the whole of this time F. M. Baker was recorder of that parish, and was at his office as recorder nearly all the time during the war. He had the control of the records up to the time he was appointed clerk of the court, which was
413 either in the latter part of 1864 or beginning of 1865. I know that if any party had applied to the recorder to record a deed in the latter part of 1862 or beginning of 1863, it would have been done. In the early part of 1863 the records were removed across the Mississippi River, directly opposite the town of St. Joseph, about one and a half or two miles from St. Joseph. There was no trouble in crossing the river until July, 1863, when a gunboat was stationed in front of the town. The gunboat would sometimes allow you to cross on business and sometimes would not. I took the oath of allegiance to the United States and had no trouble at any time to cross the river, and any person who did the same would be allowed also.

There was no trouble at all, up to June, 1862, for any person to have a deed recorded or reinscribed, and the only trouble after that would be that the recorder would have to ride out to the Poindexter place and open the box where the books were in. During the war the recorder could at any time at his office have endorsed on an instrument presented for record in the conveyance or mortgage office that it had been so presented.

The town of St. Joseph is on the bank of the river. The river
414 Mississippi only divides the town from the State of Mississippi. In 1862 and in 1863 the river was crossed in skiffs and flats.

The only trouble to have recorded a mortgage early in 1863, after the records had been removed to Mississippi, would be for the recorder to cross the river in a skiff and walk about three-quarters of a mile to Mr. Griffin's, where the records were deposited, and open the book wherein the same was contained, and then record the said mortgage.

Cross-examined:

Have known Mr. Watson, I believe, since 1849. His residence is 4 miles from St. Joseph. During 1862 and 1863 he was absent from the parish pretty near all the time with the Watson battery.

(Objected to by counsel for defendant as irrelevant.)

The recorder did not move his office out to Poindexter's; the records and papers of the office were put in a box and removed there. I have examined the records in the interval between June, 1862, and 1865. Very few deeds were recorded in the interval; don't think more than one or two, may be none. Don't know of the recorder's endorsing any deeds or records as that time.

Redirect:

415 There were not many sales passed during that interval, and therefore very little to record.

Recross:

Mr. Watson employed me in this case for the purpose of taking testimony in the parish of Tensas. I am not attorney in this case. I was employed by him to superintend the taking of testimony in this matter, to get the witnesses together, and to see that the depositions were in due form.

(Signed) REEVE LEWIS.

Sworn to and subscribed before me this 21st February, 1871.
(Signed) D. URBAN,
U. S. Comm'r & Cl'k U. S. Cir. Court.

Deposition of Reere Lewis, taken under commission September 6th, 1870, before Robert Worrell, clerk 13th district court, parish of Tensas, State of Louisiana, filed in suit numbered 6078 on the docket of this court, and offered in evidence by defendant in this case, Feb'y 28, 1878.

Interrogatory 1st. Are you acquainted with the parties to this suit?
Answer. I am.

Interrogatory 2nd. Are you or not acquainted with the tract of
416 land in possession of the defendant claimed by the plaintiff in this suit, containing about one hundred and sixty acres? If you, or any of you, say you are acquainted with the same, please state from whom said defendant acquired such possession. What year did he acquire such possession? Fix the date if you have any means of so doing.

Answer. I am acquainted with the tract of land mentioned. Defendant acquired it by purchase from John Bondurant, by deed dated Nov'r 30th, 1854.

Interrogatory 3d. How did said defendant possess said land after he so acquired such possession? Was it as agent, lessee, or owner, or in some other manner? State in what manner.

Answer. Said defendant possessed said land, after he acquired it, as owner, and still so possesses it.

Interrogatory 4th. How did he possess*ed* the said land as it respects secrecy or publicity, and how as to interruptions in said possession? Has he or has he not ceased to possess said land, by himself, agents, or tenants, from the date of his said acquisition of possession as owner up to this date?

Answer. He possessed and still possesses said land publicly and notoriously; has part of it in cultivation and part he uses for wood
417 land, from which he obtains his rail-timber and steam-gin wood. He has not ceased to possess said land, by himself, agents, or tenants, from the date of acquisition up to the present time.

Interrogatory 5th. Was said tract of land so possessed by the defendant seized and taken into the actual possession of the sheriff of the parish of Tensas, under the order of seizure and sale or execution, in the case of W. E. Bondurant vs. Albert Bondurant and others, in the 13th district court, in and for said parish of Tensas, in the year' 1867 and 1868, or at any other time, or did said tract of land remain in the possession and occupancy of said defendant? State fully what you may know on the subject of this interrogatory. What were your means of knowing the facts to which you depose?

Answer. Said tract of land as possessed by defendant was not actually seized and taken into the actual possession of the sheriff of the parish of Tensas, under said execution in the suit of W. E. Bondurant vs. Albert Bondurant et al., in the 13th district court, for this parish, at any time, but remained in the possession and occupancy of said defendant Watson. No notice of any kind, under said writ, was served on said defendant Watson. The only notice of seizure was posted on
418 the court-house door, and was addressed to the defendants, Albert Bondurant, John Bondurant, and Horace Bondurant, only, they being at the time absent. My means of knowing these facts was that I was superintending for the sheriff matters in his office at the time; and the return on the writ shows that no service of any kind was

made on A. C. Watson; and I know Watson well, see him every week, and know that he has been in possession of said land since he acquired it from John Bondurant.

Interrogatory 6th. Do you know any other matter or thing of importance to the defendant in this case? If you do, please state the same fully.

Answer. I know that Watson last year received the rent-money for the cleared portion of said tract of land.

(Plaintiff, A. C. Watson, reserves all legal objections to the foregoing interrogatories and to the admissibility of the evidence given thereunder.)

Cross-int. 1st. If you answer the first direct interrogatory affirmatively, state how long you have known the parties, where you knew them, where does the defendant Watson reside, and how long has he resided at his present place of residence?

419 Answer. I have known A. C. Watson about twenty-one (21) years, and plaintiff Bondurant about the same length of time; Watson now resides on Lake Bruin, about four (4) miles from St. Joseph, in this parish; I do not remember how long exactly he has resided there, but more than fifteen years.

Cross-int. 2nd. If you are acquainted with the land mentioned in the second direct interrogatory, state how you know the said land to be in the possession of the defendant. Where does it lie? Is it cleared or uncleared? State how much of it is cleared, how much in woods, and state what improvements are on the tract. State how your information is derived, whether from your own personal knowledge or otherwise?

Answer. I know said land to have been in the possession of Watson from having seen and known him to exercise acts of ownership over the same, from the time he acquired it up to the present day. The land lies on Lake Bruin and Bruin's Bayou, about 212 miles from St. Joseph, adjoining lands of Gillespie, estate of Henry, and lands occupied by A. C. Watson, but belonging to his minor children; some of it is cleared, but most of it is uncleared; I suppose there are four or five acres cleared and fenced and under cultivation. This information is derived from personal knowledge.

420 X-interrogatory 3d. Where do you reside? If you say you reside in the parish of Tensas, state how long you have resided there?

Answer. I reside at St. Joseph, Tensas Parish, where I have lived 21 years.

Cross-int. 4th. What was the condition of the parish of Tensas in the years 1861, 1862, 1863, 1864, and 1865; was it in a condition of peace or of war? If of war, state in what years, or in what part of these years did such war prevail?

Answer. During the years 1861, 1862, and until the spring of 1863, this parish was in peaceable condition; from the spring of 1863 until the surrender in 1865, parts of both armies were frequently in this parish, and I presume that during the latter period it might be considered as in a state of war.

Cross-int. 5th. Were the courts regularly held, and, if not, state the period of time in which their sittings were suspended?

Answer. The courts were not regularly held during that time; there were no terms held between the 13th day of November, 1861, and November 6th, 1865.

Cross-int. 6th. Were the incumbents of the civil offices of said parish of Tensas at their respective posts or places of business during the years

of 1861, 1862, 1863. 1864, and 1865? Was there a recorder for
421 said parish during the years mentioned? If so, state his name, and whether he remained in said parish during those years; and if he was absent, or if the office of recorder was vacant, state for what length of time was such the case.

Answer. With the exception of part of 1863, from May until August, the sheriff of this parish was at his post from 1861 to 1865, or during the war; the recorder, Frank M. Baker, was at his place of business from 1861 to the surrender in 1865; Baker was appointed clerk of the court in 1864, in place of the clerk who had then left the parish, but I don't think he acted as clerk, and the books of the recorder's office remained in his custody, until returned to the parish in 1865. The clerk of the court remained in the parish from 1861 to the fall of 1864.

Cross-int. 7th. Where is the office of mortgages and conveyances for said parish situated, and where was it situated during the years 1861, 1862, 1863, 1864 and 1865. Were the recorder's books of mortgages in said recorder's office during the period embraced in said years, and if they were not then, state when they were removed, by whom, by whose authority, and where they were removed to, and when were they returned to said parish?

422 Answer. The office of recorder of mortgages and conveyances for this parish is situated in the town of St. Joseph, and was so situated during the years 1861, 1862, 1863, 1864 and 1865; the records of said office, or most of them, were removed in 1863, directly opposite the river from St. Joseph, into the State of Mississippi by the recorder, by authority of the police jury, and were deposited in the house of Frank Griffing about a mile and a half from the town of St. Joseph, they were returned by the recorder, Baker, in 1865, after the surrender. Said recorder had some of the record books during that time in his trunk in this town; I am not sure whether the mortgage book was one of them or not.

(Signed) REEVE LEWIS.

Sworn to and subscribed before me this 6th day of September, A. D. 1870.

(Signed) R. WORRELL,
Clerk 13th District Court.

Judgment in suit No. 6078, offered in evidence by defendant.

Circuit court of the United States fifth circuit and district of Louisiana.
April term, 1872.

NEW ORLEANS, *Friday May 3d*, 1872.

Court met pursuant to adjournment. Present, Hon. E. H. Durell, district judge.

423 W. E. BONDURANT *vs.* A. C. WATSON. } No. 6078.

The rule taken by pl'ff on 29th ulto., to homologate the amended report was called—R. & C. L. Walker for pl'ff, Race, Foster & E. T. Merrick, for def't—when, after hearing argument, it is ordered and decreed that the said report be approved and homologated, and that the plaintiff do recover from the defendant, A. C. Watson, the sum of fourteen hundred and fifty-one dollars as damages, and costs of suit.

Judgment rendered May 3d, 1872.
Judgment signed May 8th, 1872.
(Signed) E. H. DURELL, *Judge.*

Complainant's motion to suppress testimony.—Affidavit and notice of motion.—Filed April 6th, 1878.

U. S. circuit court. In chancery.

FRANK WATSON, COMPLAINANT,
vs.
ELLA F. BONDURANT, TUTRIX AND EXECUTRIX. } No. 7560.

In this case the complainant comes and moves the court to
424 suppress all the defendant's testimony in this case, and to confine the issue in this case to the question of res judicata raised by the supplemental bill, on the ground that said judgment of said supreme court of Louisiana therein set up and stated, the same having been rendered on the appeal of defendant, has the force of the thing adjudged, and is res judicata between the parties to this suit, and while unreversed and executory, it cannot be controverted or impugned by the defendant, nor can any controversy be raised or maintained as to its validity, but the same must be carried into effect.

Second. Complainant moves to suppress the deposition of Thomas P. Farrar, Hugh Tullis and L. V. Reeves, filed on , on the ground that complainant was not afforded an opportunity to examine the interrogatories, nor an opportunity to file cross-interrogatories to said witnesses in accordance with the rules of the court, and said interrogatories are leading, and the eighth and last interrogatory does not conform to the rules of the court, but is partial, and because the testimony of Thomas P. Farrar has been taken by consent and is on file, and the said depositions of said Farrar, Reeves and Tullis have been taken ex parte, and the interrogatories were sent off the same
425 day they were filed, or the day following, and plaintiff was thus deprived of his rights under the rules of the court.

Third. Complainant moves to suppress the record in the case of W. E. Bondurant, now deceased, against Augustus C. Watson, sr., No. 6078 on the law side of this court, and the depositions of Walter E. Bondurant, Reeve Lewis, and Annie Bondurant, and of the other witnesses in said case as well as all the proceedings therein, on the ground that the said suit No. 6078 is between other parties and res inter alias acta is not pleaded, is irrelevant, and is not binding as against the plaintiff Frank Watson, and said cause No. 6078 was also tried on other issues, and the testimony taken in said cause was taken between other parties and no opportunity was given nor necessity required this plaintiff to cross examine said witnesses, and because said record in said suit No. 6078 is voluminous as well as irrelevant, and the offering of the same in evidence is needless expense which ought to be taxed against the defendant, or said record should be stricken from the record as evidence.

Fourth. Plaintiff moves the court to suppress the individual portions of the testimony taken by defendant on the further grounds
426 set forth in the objections before the examiner to such portions of the testimony respectively.

Wherefore plaintiff prays the court to suppress said testimony or such portions thereof as may seem just to this hon. court.

(Signed) MERRICK, RACE & FOSTER,
Of Counsel for Plaintiff.

Notice.

U. S. circuit court. In chancery.

FRANK WATSON
vs.
ELLA F. BONDURANT, TUTRIX AND EXECUTRIX. } No. 7560.

To Messrs. S. R. & C. L. WALKER:

GENTLEMEN: Take notice that the plaintiff has placed on file a motion with reasons therein stated, a copy whereof is herewith served on you, for the suppression of defendant's testimony, and counsel will move the court on Thursday, the 11th day of April, instant, at 11 o'clock a. m., or so soon thereafter as counsel can be heard, to suppress the defendant's testimony in this case for the reasons stated in said motion.

April 6th, 1878.

(Signed) MERRICK, RACE & FOSTER,
Sol's for Plaintiff.

427 A. H. Wilson, being first duly sworn, on oath says that to-day, the 6th day of April, 1878, he served a copy of the within motion and a copy of the notice of motion hereto annexed on Messrs. S. R. & C. L. Walker by delivering the same to Sam'l R. Walker, esq., in person.

(Signed) A. H. WILSON.

Sworn to and subscribed before me this 6th April, 1878.

(Signed) F. B. VINOT,
U. S. Comm'r.

Motion of defendant to suppress testimony, &c.—Entered and filed April 6th, 1878.

U. S. circuit court. In chancery.

FRANKE WATSON
vs.
MRS. E. F. BONDURANT, TUTRIX, &C. } No. 7560.

On motion of Sam'l R. & C. L. Walker, of counsel for defendant in the above-entitled cause, it is ordered that the complainant do show cause on Thursday, the 11th day of April, 1878, at 11 o'clock a. m., at the rooms of the circuit court of the United States in the city of New Orleans, why all the testimony and papers offered in evidence by the said
428 Franke Watson, plaintiff, should not be suppressed and stricken from the record on the grounds following, viz:

1°. That the title to immovable property or real estate cannot be proved by parole evidence.

2°. That the plea of want of registry cannot be made by the parties to the contract of mortgage, their heirs or assigns, or those claiming under them.

3. That if the reinscription of the original mortgage be really a question germain to this cause, then the period of time between November, 1861, and November, 1865, during which no terms or sessions of the thirteenth district court were held, cannot be counted in and must be deducted from the period allowed for reinscription of ten years, and therefore the reinscription made in September, 1865, was in ample time according to the act of Congress of the 11 June, 1864.

4°. That inasmuch as the plea of want of reinscription within ten years was set up as a defence in the suit for the same property, of Dr. W. E. Bondurant vs. A. C. Watson, the father and vendor of the present complainant, decided in 21 Wallace, 123, the same is res judicata as between the said A. C. Watson, plaintiff in error in said suit, and
429 said Bondurant, and against said Frank Watson, plaintiff herein, as the heir and assign of said A. C. Watson.

5°. That the original judgment was merged in a judgment of a court of competent jurisdiction recognizing the said mortgage, which judgment was duly recorded, whereby the said mortgage became subject only to the prescription applicable to the judgment itself, which said judgment has been revived according to law.

6°. That the said judgment making the mortgage executory is res judicata between the parties to the same and those claiming under them.

7°. That the said judgment is a contract between the State of Louisiana and the party plaintiff in said suit, and that the supreme court of Louisiana cannot ignore or nullify said judgment without impairing the obligation of a contract in violation of the provisions of the Constitution of the United States and of the State of Louisiana.

I, L. B. Walker, being duly sworn, on oath says, that to day, the 10th day of April, 1878, I served a copy of the within motion and a copy of the notice of motion on Messrs. Merrick, Race and Foster by delivering the same to Mr. Foster in person.

(Signed) L. B. WALKER.

430 Sworn to and subscribed before me this 20th day of April, 1878.

[L. s.] (Signed) ALFRED INGRAHAM,
Notary Public.

Submission of cause.

April term, 1878.

NEW ORLEANS, *Monday, June 3d*, 1878.

Court met pursuant to adjournment. Present, Hon. E. C. Billings, district judge.

FRANKE WATSON
vs. } No. 7560.
MRS. ELLA F. BONDURANT, TUTRIX, &C.

This cause came on to be heard upon the bills, answers, replications, proofs, and exhibits, and having been argued by Merrick, Race and Foster for complainant, and S. R. and C. L. Walker for defendant, the court took time to consider—three days being allowed counsel to submit briefs.

Order, motions to suppress overruled.—Entered and filed June 13th, 1878.

FRANKE WATSON
vs. } No. 7560.
MRS. ELLA F. BONDURANT, TUTRIX, &C.

431 In this case, in consideration of the motions of the complainant and defendant to suppress testimony, it is ordered that the said motions on both sides be overruled.

June 13th, 1878.

(Signed) EDWARD C. BILLINGS, *Judge.*

Defendant's objections to decree, prepared by complainant's counsel.—Filed June 17th, 1878.

Circuit court of the United States.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, EX'X & TUTRIX, &C. } No. 7560.

The respondent protests against the entering of the decree prepared by the counsel of the complainant in this case on the following grounds:

1. That the decree contains no recitals of the pleadings or the points on which the decree is based.

2. That the court has declared that his judgment was based on the fact that the judgment of in this case had, by the supreme court of Louisiana, that Frank Watson was a third party to the judgment enjoined and the proceedings thereunder, and such third person was entitled to notice.

3. That the decree mulcts for all costs in this proceeding whilst
432 a judgment dissolving the injunction in this case sued out which should relieve us of costs up to the thirteenth of Nov., 1878, and that the said matter of costs in said injunction was referred to Commissioner Woolfley.

4th. That it is inequitable to mulct the minor estate for cost for vindicating his right to succession of property under a state of law existing in Louisiana for forty years. (See opinion of Judge De Blanc in same case, 30 A., p. 1.)

5. Your respondent protests especially against the reinstatement of the injunction dissolved.

6. That the respondent respectfully notifies the court that she will this day file her caveat for a rehearing in this case.

(Signed) SAM'L R. & C. L. WALKER,
Counsel for Respondent.

Final decree.—Entered and filed June 17th, 1878.

Circuit court of the United States. In chancery.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, EXECUTRIX & TUTRIX. } No. 7560.

This cause came on to be heard at this term of the court, and
433 was argued by counsel; and thereupon upon consideration thereof it was ordered, adjudged, and decreed as follows, viz:

That the title and ownership of the said Frank Watson in and to the said tract of land situated in said parish of Tensas and State of Louisiana, containing one hundred and sixty-five $\frac{11}{100}$ acres of land, and described as lot number seven in township No. eleven of range number twelve east, in the district of lands formerly subject to sale at Ouachita and State of Louisiana, be recognized; that the injunction originally granted in this case be reinstated and made perpetual, and that said defendant, Mrs. Ella Felix Bondurant, executrix of the last will and testament of said Walter E. Bondurant, deceased, and tutrix to his minor child and sole heir, administering the estate of said Walter E. Bondurant, deceased, be in her said capacities perpetually enjoined from selling said tract of

land on execution under the judgment rendered in the case of said Walter E. Bondurant against Horace Bondurant, Albert Bondurant, and John Bondurant, in the thirteenth judicial district court of the State of Louisiana, in and for the said parish of Tensas in said district, and signed on the 4th day of November, A. D. 1867, by the judge of
434 said district, to which said judgment said Ella F. Bondurant, tutrix and executrix subsequently made herself a party, and issued execution thereon, and placed the same in the hands of the sheriff of said parish of Tensas, and caused the said tract of land to be seized, and that the said defendant in her said capacities aforesaid and the plaintiff pay each one-half of the costs of this action.

June 17th, 1878.

(Signed) EDWARD C. BILLINGS, *Judge.*

Defendant's notice to clerk of filing of caveat, &c.—Filed June 17th, 1878.

61 CAMP ST., *June* 17, '78.

F. A. WOOLFLEY, Esq.,
Clerk of the U. S. C't, New Orleans:

Take notice that in the case of Frank Watson vs. Mrs. Bondurant, tutrix, &c., in equity, No. 7560, we filed our caveat, with a view of filing within the legal delay a petition for a rehearing in this cause.

Very respectfully,

(Signed) SAM'L R. & C. L. WALKER,
Counsel of Mrs. Bondurant, Tutrix.

435 *Petition for appeal and order.—Filed July 18th, 1878.*

Circuit court of the United States. In equity.

FRANKE WATSON
vs.
MRS. ELLA F. BONDURANT, EX'X & TUTRIX OF her minor child, Walter E. Bondurant. } No. 7560.

To the honorable the judges of the circuit court of the United States for the fifth district:

The petition of Mrs. Ella F. Bondurant, executrix and tutrix aforesaid and defendant in the above styled cause, with respect represents: That on the 17th day of June, A. D. 1878, a final decree was rendered and signed on the 17th day of same month; and on alleging to the court that there exists error in said final decree greatly damaging the defendant in this cause.

Your petitioner respectfully prays that an appeal be granted in this cause from said final decree to the Supreme Court of the United States, fixing the amount of bond according to law, and that the said complainant be duly cited to answer said appeal.

(Signed) SAM'L R. WALKER,
Counsel of Petitioner.

Order.

436 Let the appeal be granted upon petitioner giving bond with security in the sum of two hundred and fifty dollars ($250.00).

Ju : , 1878.

(Signed) EDWARD C. BILLINGS, *Judge.*

Bond for appeal.—Filed July 27th, 1878.

UNITED STATES OF AMERICA:

Know all men by these presents that we, Mrs. Ella F. Bondurant, executrix, &c., and tutrix of her minor child, Walter E. Bondurant, and Felix Walker and Isadore L. Vaught, as sureties for said Mrs. Bondurant, tutrix, &c., are held and firmly bound jointly and severally unto Franke Watson, plaintiff and complainant in the cause entitled Franke Watson vs. Mrs. E. F. Bondurant, tutrix, &c., No. 7560, in the circuit court U. S., dist. of La., in the sum of two hundred and fifty dollars, lawful money of the United States of America, to be paid to the said Franke Watson, plaintiff and complainant in said cause, heirs, executors, administrators, and assigns, for which payment well and truly to be made, we bind ourselves and each of us by himself, and each of our heirs, executors, and administrators, firmly by these presents, sealed with our
437 seals and dated the 26th day of July, in the year of our Lord eighteen hundred and seventy-eight.

Whereas the said Mrs. Ella F. Bondurant, tutrix, &c., has presented a petition to the honorable the circuit court of the United States for the fifth circuit holding sessions in and for the district of Louisiana, praying an appeal to the Supreme Court of the United States from and to reverse the decree rendered, on or about the 17th day of June, 1878, in the said suit No. 7560 of Franke Watson vs. Mrs. E. F. Bondurant, tutrix, &c., and having taken said appeal:

Now the condition of the above obligation is, that we the above bounden Mrs. E. F. Bondurant, tutrix, &c., as principal, and said Felix Walker, and Isadore L. Vaught as sureties, will well and truly pay to the said Franke Watson all costs and damages in case the said appellant, Mrs. Ella F. Bondurant, tutrix, &c., shall fail to prosecute her said appeal to effect and make good her plea, which the said Franke Watson may recover against us in case it should be decided that the said appeal was wrongfully obtained.

(Signed) ELLA F. BONDURANT, *Ex'x.* [L. S.]
(") FELIX WALKER. [L. S.]
(") ISADORE L. VAUGHT. [L. S.]

438 Signed, sealed and delivered in the presence of—
(Signed) G. L. KERNION.
(") FLORENCE MUTTER.

Instructions to clerk relative to transcript of record of appeal.—Filed July 28, 1878.

NEW ORLEANS, *July* 28, 1878

U. S. circuit court, district of Louisiana.

FRANKE WATSON
vs.
ELLA F. BONDURANT, TEST'Y EX'X OF HER deceased husband, W. E. Bondurant, and tutrix of her minor child, W. E. Bondurant. } No. 7560.

To F. A. WOOLFLEY, Esq., *Clerk:*

In this cause the clerk of the circuit court will, in making the transcript of the record please copy—

1°. The whole transcript of the record from the 13th judicial district court, parish of Tensas, State of La., filed November 1st, 1875.

2d. Only such portions of transcript filed April 4th, 1876, nunc pro tunc, as of 29th January, 1876, as have not been copied in above mentioned transcript, filed 1st November, 1876, and of transcript
439 marked Exhibit X, filed with supplemental bill, November 15th, 1877, only such portions as have not already been copied in the two transcripts referred to above, filed, respectively, November 1st, 1875, and April 4th, 1876, as aforesaid.

3d. And considering that record No. 6078, offered in evidence by defendant is already on file in the Supreme Court of the United States, the clerk will copy therefrom only the following, to wit:

1°. The deed of the sheriff of Tensas Parish to Albert, John, and Horace Bondurant, of date December 4th, 1852.

2°. The depositions of Walter E. Bondurant, Mrs. Almira Bondurant, and L. V. Reeves.

3°. The judgment of tenth (10) district court, parish of Tensas, State of La., rendered Oct'r 12th, 1852, in re Jno. & Horace Bondurant vs. Albert Bondurant et als., No. 534, of the docket of the said 10th district court.

4°. The final judgment in said suit No. 6078, rendered May 3d, 1872, and signed on the 8th day of same month and year.

Also, judgment in suit No. 1242, of 13th district court, parish of Tensas, rendered November 14th, 1867.

(Signed) SAM'L R. WALKER.

440 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, do hereby certify that the foregoing 439 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had, together with all the evidence adduced on the trial of the case of Frank Watson vs. Mrs. Ella F. Bondurant, testamentary executrix of her deceased husband, W. E. Bondurant, and tutrix of her minor child, W. E. Bondurant, et al., No. 7560 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and the seal of said court, at the city of New Orleans, this 2d day of September, A. D. 1878.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

I, Edward C. Billings, United States judge for the district of Louisiana, do certify that Francis A. Woolfley, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, was, at the time of signing said certificate, and is now, the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand at the city of New Orleans, in said district, this 2d day of September, A. D. 1878.

EDWARD C. BILLINGS, *Judge.*

441 UNITED STATES OF AMERICA:

Circuit court of the United States, district of Louisiana.

The President of the United States to Frank Watson, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October next, pursuant to a petition and order for an appeal filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, in the suit wherein you are the complainant and appellee and Mrs. Ella F. Bondurant, testamentary executrix of her deceased husband, W. E. Bondurant, and tutrix of her minor child, W. E. Bondurant, is the defendant and appellant, to show cause, if any there be, why the decree rendered against the said Mrs. Ella F. Bondurant, executrix and tutrix as aforesaid, as in said petition for appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 2d day of August, in the year of our Lord one thousand eight hundred and seventy-eight.

EDWARD C. BILLINGS, *Judge.*

442 (Indorsed:) United States circuit court. No. 7560. Frank Watson vs. Mrs. Ella F. Bondurant, executrix & tutrix, &c. Citation.

Marshal's return.

Received Aug. 2, 1878, by the U. S. marshal, and on the 5th day of August, 1878, served a true copy of the within citation on Frank Watson, within named complainant and appellee, through his solicitors, Messrs. Merrick, Race & Foster, by handing the same to W. H. Foster, esq., one of the members of said law firm at their office No. 5, Commercial Place, in the city of New Orleans.

W. G. ELLIOTT,
D'y Marshal.

On this 7th day of August, 1878, personally appeared before me William G. Elliott, a deputy U. S. marshal for the district of Louisiana, and makes oath that he served a copy of the within citation on Frank Watson, through his solicitors, Messrs. Merrick, Race & Foster, as stated in his official return hereon.

W. G. ELLIOTT.

Sworn to and subscribed before me this 7th day of August, 1878.

F. B. VINOT,
U. S. Comm'r, Dist. of Louisiana.

(Indorsement on cover): No. 497. Ella F. Bondurant, ex't'x of W. E. Bondurant, dec'd, & tutrix of her minor child, appellant, vs. Frank Watson. Louisiana C. C. U. S. Filed 1st October, 1878.